



August 8, 1996

Roy Coakley
Work Assignment Manager
Emergency and Remedial Response Division
U.S. Environmental Protection Agency
290 Broadway, 18th Floor
New York, NY 10007

Reference: EPA Contract No. 68-W4-0020 (ESS)
Work Assignment No. 009-24ZZ
Multi-Site Remedial PRP Search
(Ref. No. 01647-009)

Subject: Copies of Title Documents- LCP Chemicals

Dear Mr. Coakley:

Enclosed please find copies of the title documents for the LCP Chemicals site.
Block 587, Lot 3.01, 3.02 and 3.03 located in Linden, Union County, New Jersey.

On July 10 and 23, TRC personnel performed tax and title research at the Union County Registry of Deeds, located in Elizabeth, New Jersey. Title search was conducted of deeds, mortgages, leases, liens, Lis Pendens, UCC filings and other encumbrances from approximately 1928 to present.

Please contact me at (212) 349-4616 if you have any questions.

Sincerely,

Nuria Muñiz
Associate Scientist

cc: Mr. John J. Bachman, Jr., Contracting Officer, EPA w/o attachments
Mr. Mark Austin, Project Officer, EPA w/o attachments
Mr. George J. McKenney, Program Manager, TRC-NYC
Ms. Donna Murphy, Project Manager, TRC-NYC
File

TECHNICAL DIRECTION DOCUMENT #21

Work Assignment # 009-24ZZ - Remedial Site Work Assignment

ATTN...: Donna Murphy

Site Name: LCP Chemicals

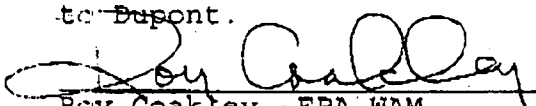
Acct Number: 24HU

Tasks to be Performed: Title Search

Deliverables: Reports

Date Due: ASAP

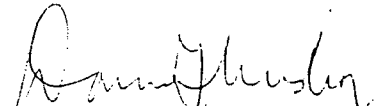
Special Instructions: LCP Chemicals, Inc South Wood Ave. Linden,
NJ 07036. Block 587, Lot 3, 26 acres. Search back to owner prior
to Dupont.


Roy Coakley, EPA WAM7/9/97
Date

** Contractor shall submit this TDD to the EPA for approval. EPA
approval must be granted
prior to commencing work.

+ cost of
photocopiesApproximate: LOE 9 \$ 450Is travel required? Yes ☒ No ☐If yes, provide estimated amount to be expended: \$ 30.00

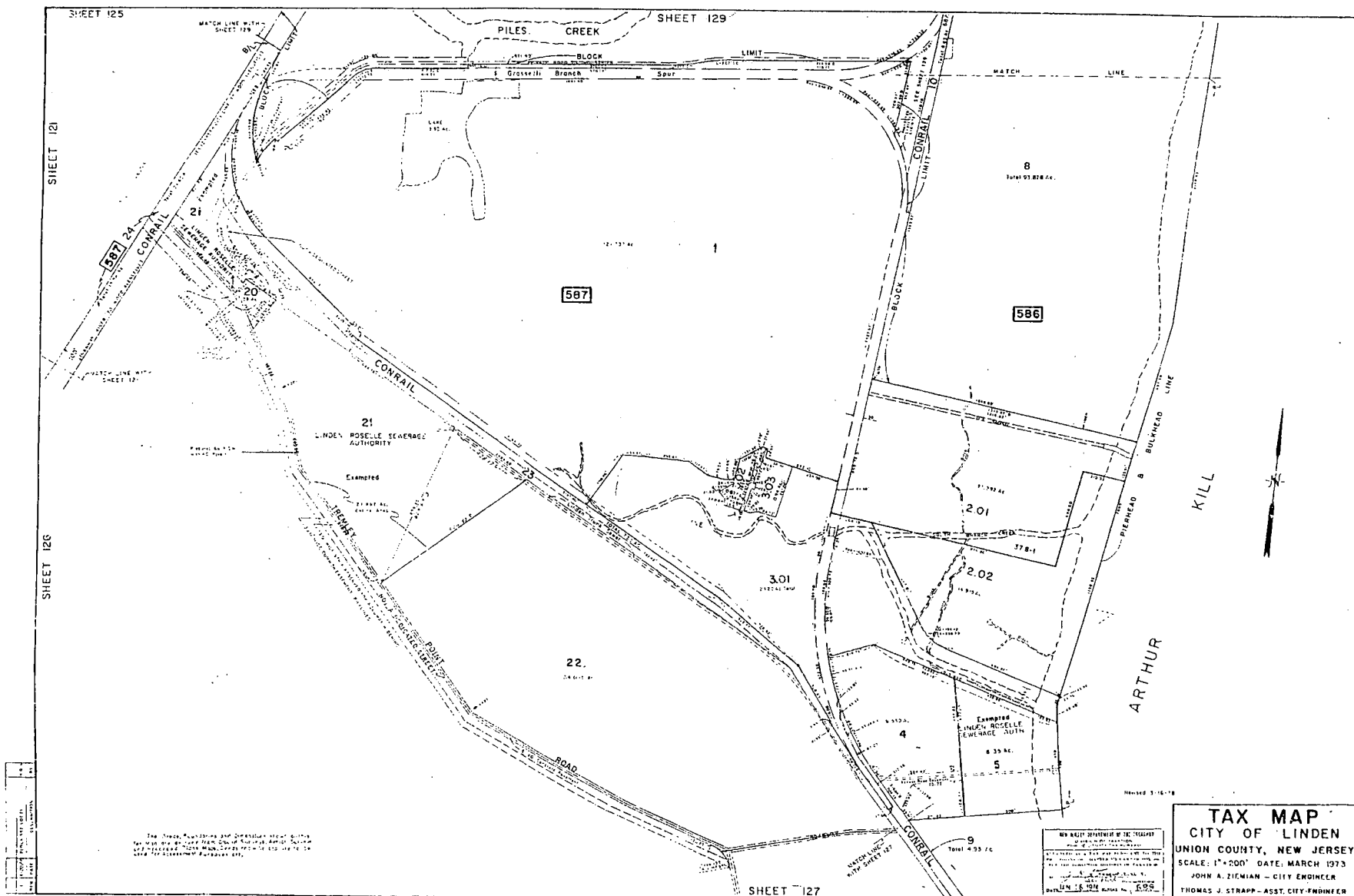
Contractor's assumption for their estimate:

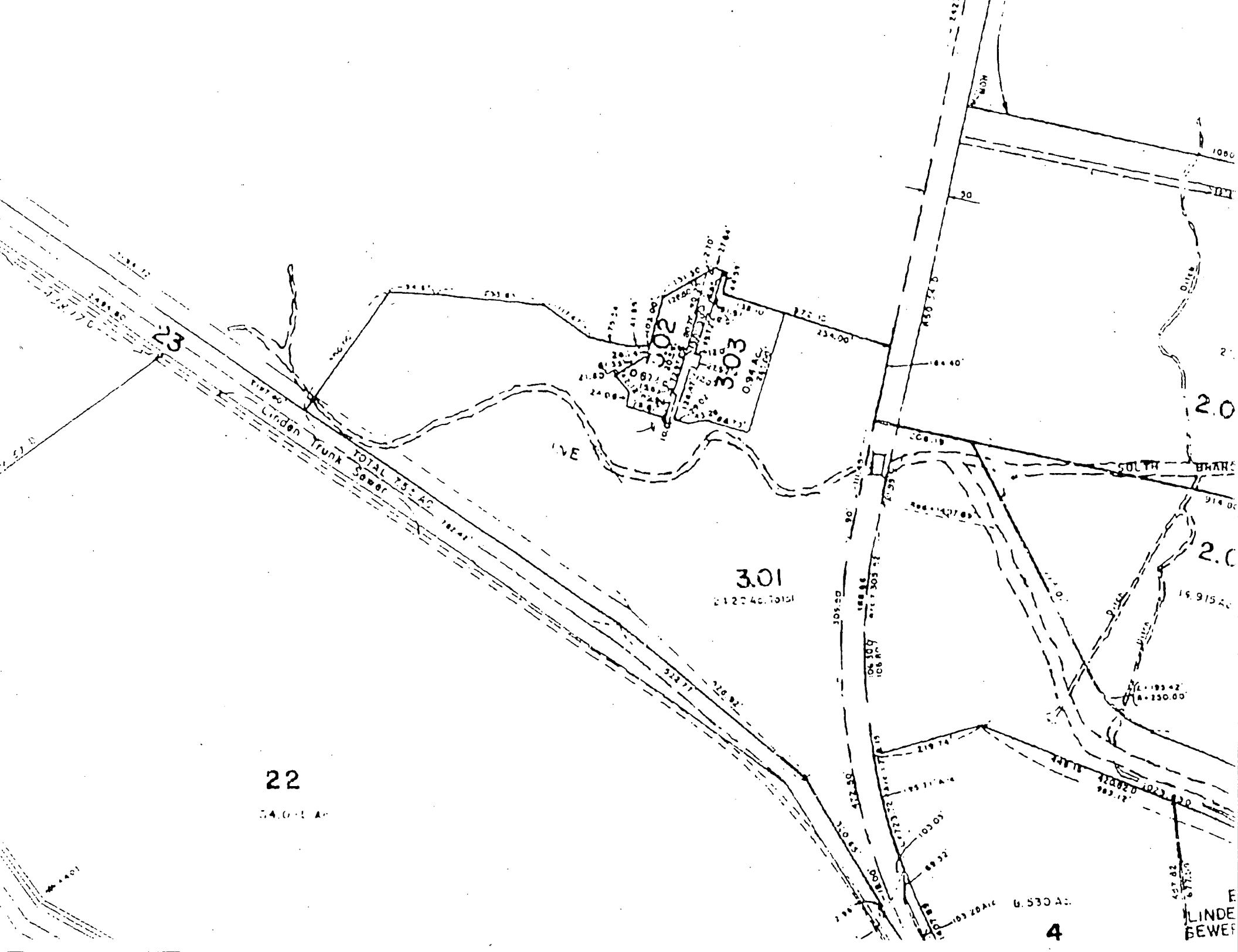

Contractor Authorized Representative, Title7/9/97
DateApproved : Yes ☐ No ☐

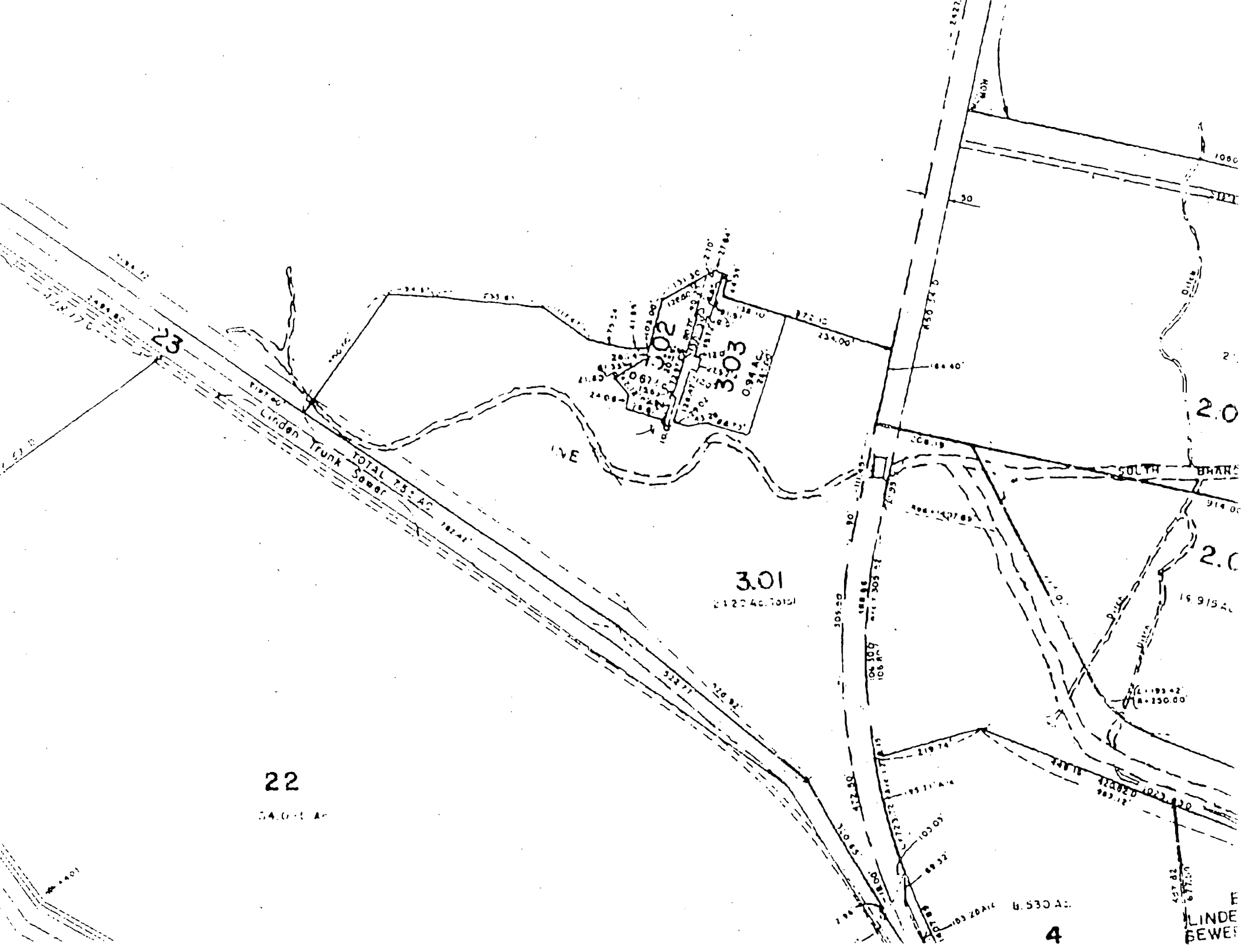
Roy W. Coakley, EPA WAM

Date

cc: M. Austin, ESS EPA PO







Union Carbide

Lease 1972

39758

LEASE made this 23rd day of August, 1972, between LINDEN CHLORINE PRODUCTS, INC., a Delaware corporation, having a mailing address at P. O. Box 484, Linden, New Jersey 07036 (hereinafter referred to as "Landlord") and UNION CARBIDE CORPORATION, a New York corporation, having an office at 270 Park Avenue, New York, New York 10017 (hereinafter referred to as "Tenant");

WITNESSETH:

1. The Landlord hereby leases unto the Tenant and Tenant hires and takes from the Landlord all that parcel of land in the City of Linden, County of Union, State of New Jersey, described in Exhibit A attached hereto and made a part hereof, being approximately 2.102 acres (hereinafter referred to as "Leased Land") commencing on the date hereof and continuing for a period of five (5) years from the date Landlord begins operation of its Caustic Chlorine Plant at Linden, New Jersey, which date shall be specified by Landlord in writing to Tenant. Rent shall be payable by Tenant to Landlord at an annual rate of Eight Thousand Dollars (\$8,000.00), payable annually in advance on each anniversary date of this Lease. If this Lease should terminate on a date other than on an anniversary date, Landlord will repay to Tenant a part of any advance payment of rent representing pro rata rental for the unexpired part of the year.

2. Tenant has, at its cost and expense, constructed on the

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Leased Land a building and facilities for the compressing, purifying and shipment of hydrogen gas and storage of liquid hydrogen. Tenant will make no structural alteration, changes or modifications in the building and facilities without the prior written approval of Landlord, which approval will not be unreasonably withheld. The building, facilities, equipment and machinery placed by Tenant on the Leased Land shall remain the property of Tenant and shall be deemed to be personal property although attached to the realty, subject, however, to all the other provisions of this Lease.

3. Tenant will use said building and facilities for the purpose of compressing, purifying and shipping hydrogen gas, the storage and shipment of liquid hydrogen and for the preparation of gas mixtures consisting chiefly of hydrogen mixed with minor amounts of other gases (which other gases shall be non-hazardous) and for no other purpose.

4. Tenant will obtain, at its cost and expense, all approvals, licenses, permits and certificates required in connection with the use or operation of said building and facilities.

5. Throughout the term hereof Tenant will take good care of the Leased Land and at its own cost and expense will make as and when needed all repairs, whether such repairs

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are structural, ordinary or extraordinary, in and about the Leased Land necessary to keep it in good order and condition. Such repairs shall be, in quality and class, substantially equal to the original work and materials. Landlord may enter upon the Leased Land to inspect the premises during business hours. Tenant will keep the Leased Land clean and free of rubbish and refuse.

6. Tenant will pay and discharge all mechanics liens, taxes and assessments for local improvements and payments of every nature and kind which may during the demised term be assessed, levied or imposed upon the Leased Land or any part thereof and the building and facilities located thereon. If Tenant fails to pay any such lien, tax or assessment when due, Landlord may pay the same including any interest or penalty and the same shall become due and payable as additional rent payable on the first day of the month after Landlord makes such payment. Landlord shall pay or reimburse Tenant the portion of all taxes and assessments on the Leased Land which are based on the unimproved value of the land itself. In the event that the improvements on the Leased Land do not constitute a separate tax lot for which a separate tax bill is rendered but forms part of a larger tax lot, which includes other property owned by the Landlord, the amount of tax or assessment or other payment

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attributable to the improvements on the Leased Land shall be determined in a manner to be agreed upon by the parties.

7. Tenant will promptly comply, at its cost and expense, with all laws, ordinances, regulations and requirements of Local, State and Federal Governments, and all agencies and subdivisions thereof, and of all other departments, bureaus, officials, boards and commissions with regard to the Leased Land or the use and operation thereof by Tenant. If any such law, ordinance, regulation or requirements shall not be promptly complied with by Tenant, then Landlord may, at its option, enter upon the Leased Land to comply therewith, and should any fine or penalty be imposed for failure to comply therewith, or cost be incurred by Landlord in complying therewith, Tenant agrees that Landlord may, at its option, pay such fine or penalty or incur such cost, which Tenant agrees to repay to Landlord with interest from the date of payment, as additional rent on the first day of the month after Landlord has paid such fine or penalty.

8. Landlord will maintain and keep the "Linde Road" in good repair and apportion the cost of maintenance and repair among all the users thereof, except The Central Railroad Company of New Jersey, on a fair and equitable basis having due regard to the amount of use and tonnage hauled over said "Linde Road" by each user. Tenant will pay its proportionate share not to exceed

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One Thousand Dollars (\$1,000.00) in any one year of the cost of such maintenance and repair within ten (10) days after it is invoiced to Tenant by Landlord.

9. Landlord grants to Tenant the right to maintain at Tenant's cost and expense an iron pipe from the Leased Land to the existing ditch north of the Leased Land (as shown on Exhibit A attached hereto) for the discharge of process water. The location of said pipeline is indicated on Exhibit A attached hereto. Tenant will maintain said pipeline and keep it in good repair at its own cost and expense and upon the termination of this Lease for any reason shall at the option of Landlord surrender the said pipeline to Landlord or remove it at Tenant's cost and expense. If use of said pipeline or ditch is prohibited by any governmental authority or the discharge violates governmental standards, Tenant will be required to make its own provision for disposal of process water.

10. Landlord grants permission to Tenant to install and maintain a railroad siding and switch at the locations indicated on Exhibit A at Tenant's expense. Tenant shall bear the full cost and expense of maintenance of the side-track and switch. Tenant agrees to use said siding for,

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and only for, one liquid hydrogen car at a time during emergency periods when Landlord cannot supply hydrogen gas to Tenant. Tenant also agrees to give Landlord advance notice when it expects to bring in liquid hydrogen and to keep the liquid hydrogen car on the siding enclosed in a fenced-in area.

11. Tenant has constructed at Tenant's cost and expense a fence enclosing the Leased Land, and Tenant will not permit its employees, guests, agents, invitees, or licensees at any time to enter upon Landlord's property (other than the Leased Land and "Linde Road" marked on Exhibit A) without first obtaining the consent of Landlord. If any such persons do enter upon Landlord's property, with or without Landlord's consent, Tenant will forever indemnify and save harmless Landlord from and against all liability, penalties, damages, expenses and judgments arising from injury or loss of life during the term hereof to any such persons and will forever indemnify Landlord for any damage to Landlord's property caused by any such persons while on Landlord's property.

12. Subject to the provisions of paragraph 14 hereof Tenant will forever indemnify and save harmless Landlord from and against any and all liability, penalties, damages, expenses and judgments arising from personal injury to or loss of life of third parties or damage to property of third

parties during the term hereof of any nature, sustained in or about the Leased Land not caused by negligence of Landlord, or occasioned wholly or in part by an act or omission of Tenant, or of its employees, contractors, guests, agents, invitees, licensees or assigns, and/or also for any matter or thing growing out of the occupation and use of the Leased Land and asserted against the Landlord by a third party by reason of its ownership of the Leased Land or for any other reason.

13. Landlord and Tenant waive all claims against each other and release each other from any liability for damage to any property of the other located in the Tremley Point area, in the eastern part of Linden, New Jersey, caused by fire or explosion and agree to obtain waivers of rights of subrogation from their respective insurance carrier's with respect thereto.

14. If at any time during the continuance of this Lease the grade of any street or highway near or adjacent to the Leased Land shall be changed pursuant to any order which may be made by the State of New Jersey or by the Board of Public Utility Commissioners or by other lawful authority, the Tenant agrees to remise, release and dis-

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charge the Landlord from any claim and damages whatsoever by reason of any and all injury or damage caused by or resulting from said change of grade.

15. If the building and/or facilities located on the Leased Land are partially damaged by fire, explosion, flood, earthquake, riot, civil commotion, storm or other casualty, Tenant will repair such damage at its costs and expense and restore the Leased Land to its former condition as expeditiously and promptly as possible. Plans and specifications for such repairs will be submitted by Tenant to Landlord for approval prior to the work being done. If the Leased Land is damaged by fire, explosion, flood, earthquake, riot, civil commotion, storm or other casualty to an extent which substantially destroys the building and facilities and requires their reconstruction to permit their use as herein provided, Tenant within thirty (30) days after the occurrence of any such event will advise Landlord in writing of its election to reconstruct the building and facilities or to vacate the Leased Land. If Tenant elects to vacate, it will remove from the Leased Land all of its property and restore the Leased Land to the condition existent prior to Tenant's construction described in paragraph 2 hereof, except for the removal of piling, within thirty (30) days

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after giving notice. If Tenant elects to reconstruct the building and facilities, it will perform such work as expeditiously and promptly as possible.

16. Upon the expiration or any termination of the term of this Lease for any reason Tenant, at the option of Landlord, will either,

(a) within sixty (60) days after request is made, vacate and surrender to Landlord free and clear of all encumbrances or liens the building and facilities (exclusive of equipment and machinery) located on the Leased Land except Tenant may and, if requested by Landlord, will remove equipment, machinery, personal property and tools, or

(b) within ninety (90) days after request is made, demolish and/or remove the building, foundations, facilities, machinery, equipment and personal property located on the Leased Land and restore the Leased Land to the condition existent prior to Tenant's construction described in paragraph 2 hereof, except for the removal of piling.

If the building and facilities are surrendered to Landlord,

(a) Tenant will execute such instruments or writings as may be deemed necessary properly to effect the surrender of said building and facilities and their transfer to Landlord, and

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(b) such building and facilities will be surrendered in good order or condition, reasonable wear and tear excepted. Upon such surrender, said building and facilities shall, without cost or charge to Landlord, become the property of Landlord, free of all liens and claims of Tenant and others.

17. Landlord and Tenant, on the date hereof, have entered into a contract for the sale of hydrogen by Landlord to Tenant. If said contract is terminated for any reason, this Lease will terminate on the same day as said contract as if said date were the date originally fixed in this Lease for the termination or expiration thereof and Tenant will carry out the covenants on its part to be performed upon termination or expiration of this Lease as herein provided. In the event that Landlord shall intend to sell the Leased Land more particularly described in paragraph 1 of this Lease executed simultaneously herewith, Landlord shall give Tenant written notice of such intent, and if Tenant wishes to purchase the Leased Land, it shall so notify Landlord in writing within thirty (30) days thereafter, and the parties shall negotiate in good faith an acceptable purchase price and payment terms. In the event that this Lease is terminated before the running of the full term thereof for any reason, Tenant may notify Landlord within thirty (30) days

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thereafter that it wishes to continue to lease the Leased Land or to purchase the Leased Land, and the parties shall negotiate in good faith such continued lease or purchase upon mutually acceptable terms. If the parties are unable to agree to such mutually acceptable terms within sixty (60) days thereafter, the parties shall have no further obligations hereunder. In the event that this Lease is terminated before the running of the full term thereof for any reason, Tenant may within thirty (30) days thereafter extend this Lease for an additional six (6) month period at the rent and upon the terms and conditions provided herein.

18. Tenant will not without the prior written consent of Landlord,

- (a) assign or transfer, by operation of law or otherwise, this Lease or any interest therein,
- (b) underlet the Leased Land or any part thereof,
- (c) mortgage or encumber the same, or
- (d) permit the same to be occupied by anyone other than Tenant or Tenant's officers or employees.

19. Landlord covenants that, if Tenant shall duly keep and perform all the conditions hereof, Tenant shall peaceably and quietly have, hold and enjoy the Leased Land for the term hereof.

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20. If there be a default in any of the covenants herein contained, it shall be lawful for the Landlord to re-enter the Leased Land and to have, repossess and enjoy same.

21. It is expressly understood and agreed that in case the Leased Land shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this Lease or any part thereof, or underlet the Leased Land or any part thereof, or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Governments, the Landlord may, if the Landlord so elects, at any time thereafter terminate this Lease and the term thereof, upon giving to the Tenant five (5) days' notice in writing of Landlord's intention so to do, and upon the giving of such notice, this Lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said date were the date originally fixed in this Lease for the termination or expiration thereof.

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22. That should the Leased Land whereon said building and facilities stand or any part thereof be condemned for public use, then in that event, upon the taking of the same for such public use, this Lease, at the option of the Landlord, shall become null and void, and the term cease and come to an end upon the date when the same shall be taken and the rent shall be apportioned as of said date. No part of any award, however, shall belong to the Tenant, except that amount which is granted for building and facilities constructed by Tenant.

23. Tenant may renew this Lease for two additional terms of five (5) years each by giving written notice to Landlord no later than one hundred and eighty (180) days prior to the expiration date of the then pending term. The annual rental rate provided in Article 1 shall be reduced to Four Thousand Dollars (\$4,000) for the first additional five (5) year term, and to Two Thousand Dollars (\$2,000) for the second additional five (5) year term.

24. This Lease is, and shall be, subject and subordinate in all respects to all mortgages and liens of any kind which may now or hereafter affect the Leased Land or the real property of which the Leased Land forms a part, and to all renewals, modifications, consolidations, replacements and extensions

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thereof; provided, however, that Landlord obtains agreement from such mortgagee or lienor that for so long as Tenant is not in default hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Leased Land for the term hereof. Tenant shall, in confirmation thereof, execute promptly any certificate or certificates Landlord may reasonably request in that connection.

25. Except as expressly specified herein or in the contract for the sale of hydrogen by Landlord to Tenant of even date herewith, Landlord shall have no obligation hereunder to supply, or pay for, any heat, fuel, electricity or water, or any equipment therefor, or any sewage, or other waste, disposal pipes or equipment, or any other utility or service of any kind.

26. The covenants and agreements herein contained are binding on the parties hereto and upon their respective successors and permitted assigns.

27. Words used in the singular shall include words in the plural where the text of this instrument so requires.

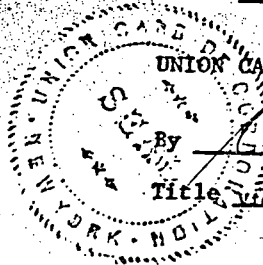
IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper

corporate seals to be hereto affixed, the day and year first
above written.

LINDEN CHLORINE PRODUCTS, INC.

By William C. Calvert

Title VICE PRESIDENT



UNION CARBIDE CORPORATION

By [Signature]

Title Vice President of its Linde Division

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 23rd day of August, nineteen hundred and
seventy-two, before me came Alec Flamm
to me known, who, being by me duly sworn, did depose and say
that he resides at 395 Claflin St., Mamaroneck, New York, 10543;
that he is the Vice President of Union Carbide Corporation,
Linde Division,
the corporation described in, and which executed, the foregoing
instrument; that he knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the board of directors of
said corporation; and that he signed his name thereto by like
order.



Doris Maynard

DORIS MAYNARD
Notary Public, State of New York
No. 027779310
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1974

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STATE OF NEW JERSEY)
COUNTY OF _____) ss.:

On the 23 day of August, nineteen hundred and seventy-two, before me came William C Calocot, Jr to me known, who, being by me duly sworn, did depose and say that he resides at 213 Washington Ave, Chatham, N.J.; that he is the VICE PRESIDENT of Linden Chlorine Products Inc., the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

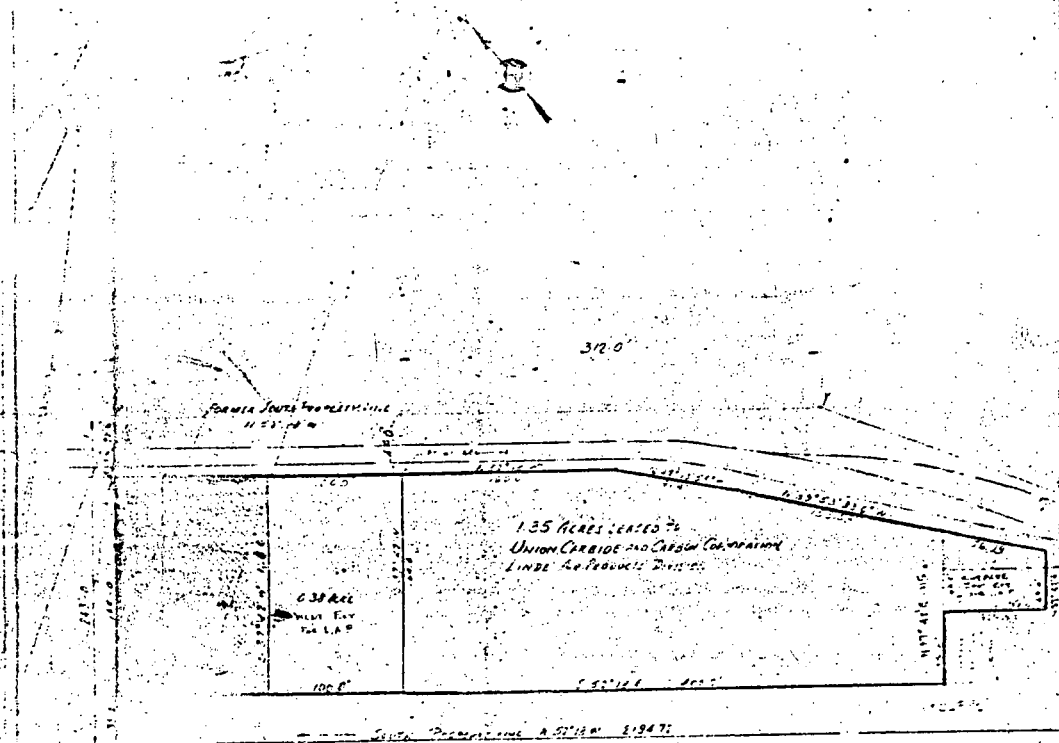


Doris Maynard

DORIS MAYNARD
Notary Public, State of New York
No. 24875-010
Qualified in New York County
Comm. Filed in New York County
Commission Expires March 30, 1974

PREPARED BY: GERALD E. GRAYSON

BY: 2955PC 293

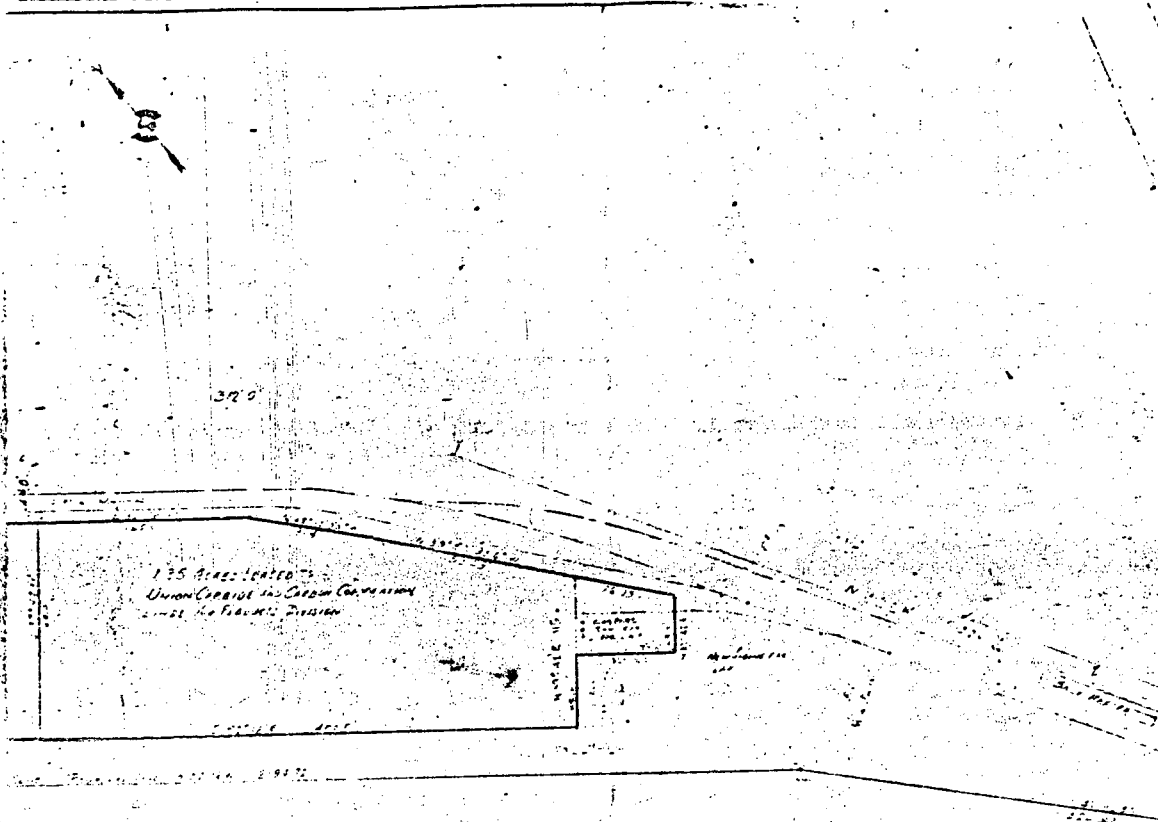


2955PC 294

MEMO: Legibility of writing,
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this document when microfilmed.

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EXHIBIT A

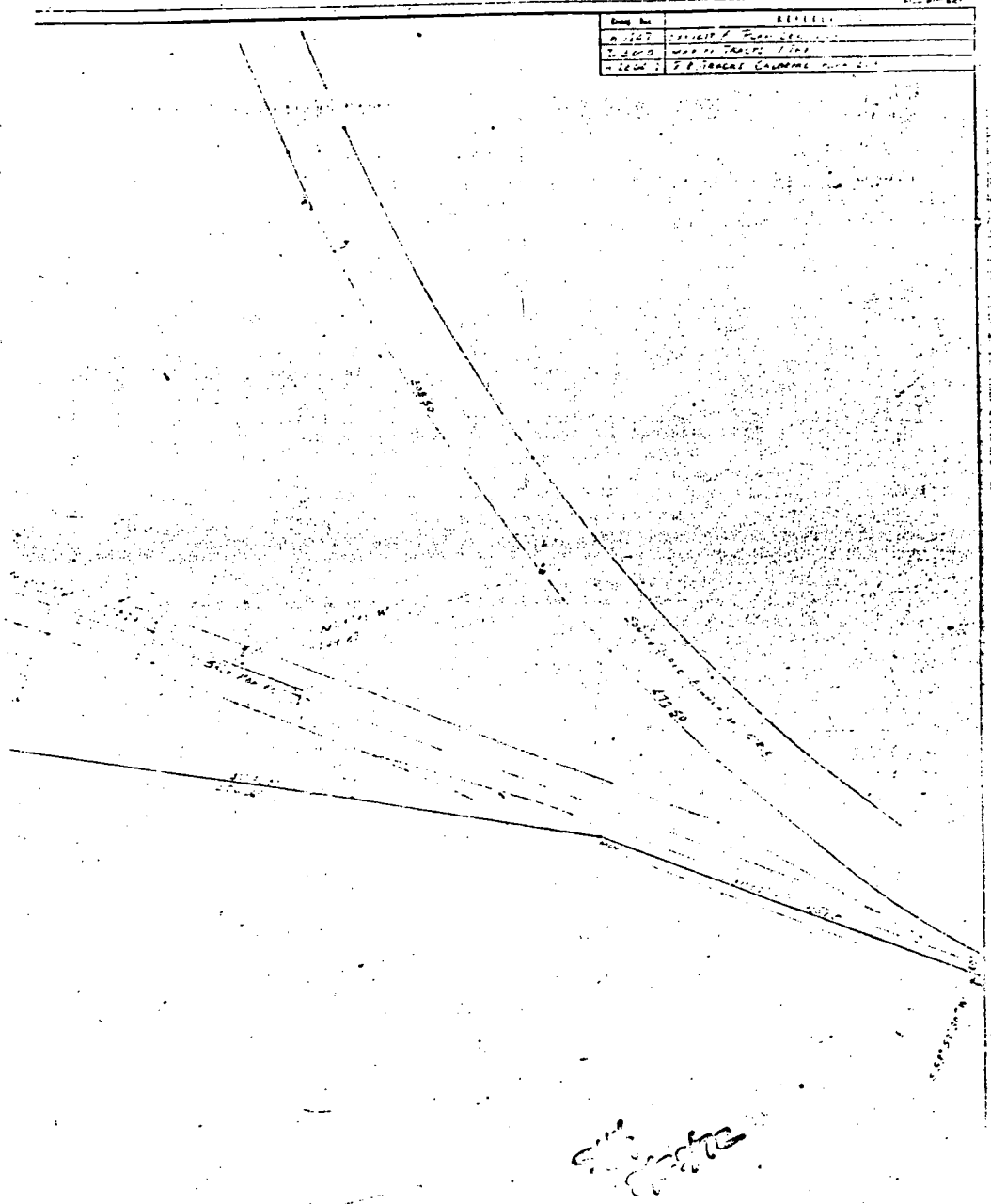


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Draw No.	REVISION
1007	REVISED PLAN
1008	WATER TREATMENT
1009	WATER TREATMENT



BY 2955PC 296
END OF DOCUMENT

WCC
8/25/72

1	2	3	4	5
For No.	Draw No.	Scale	Sheet No.	Description

1	2	3	4	5
For No.	Draw No.	Scale	Sheet No.	Description

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E. I. du Pont de Nemours & Co.
to
General Aniline & Film Corp.

1. THIS INDENTURE OF LEASE, made this first day of February 1945, by and between E. I. du Pont de Nemours and Company, a corporation of the State of Delaware, of Wilmington, Delaware, duly licensed to do business in the State of New Jersey, hereinafter referred to as "Du Pont", and General Aniline & Film Corporation, a corporation of the State of Delaware, of 230 Park Avenue, New York 17, N.Y., duly licensed to do business in the State of New Jersey, hereinafter referred to as "General",

WITNESSETH: 2. WHEREAS DU PONT represents that it owns in fee simple three certain parcels of land situate in the County of Union, State of New Jersey hereinafter described as Pump House Land, Pipe Line Land and Road Land, being parts of its Grasselli, New Jersey, plant land; and

3. WHEREAS GENERAL desires to lease said parcels for the sole purpose of constructing, operating and maintaining thereon a salt water pumping plant system comprising a pump house, pipe, power and telephone lines, roadway and necessary and convenient appurtenances thereto for the purpose of collecting and transporting salt water from Staten Island Sound to General's Grasselli, New Jersey, plant;

4. (a) LEASE AND TERM: Now, Therefore, in consideration of the premises and of the rent to be paid and the mutual covenants to be kept and performed as hereinafter set forth, DU PONT has demised, leased and let and by these presents does demise, lease and let unto GENERAL for the term of twenty (20) years beginning the 1st day of February, 1945, and ending at mid-night on the 31st day of January, 1965, and thereafter for three (3) further successive ten (10) year periods, provided that General shall give DU PONT at least three (3) months prior to January 31st, 1965, and thereafter at least three (3) months prior to the expiration of the then current lease period a written notice of its election to extend this lease for said further term of ten (10) years, those three (3) certain parcels of DU PONT's plant land situated in the City of Linden, County of Union and State of New Jersey, being partly located in DU PONT'S so-called Roadway "E" being respectively designated as "PUMP HOUSE LAND", "PIPE LINE LAND" and "ROADWAY LAND", and being respectively described as follows, to wit:

PUMP HOUSE LAND: Beginning at the point of intersection of the northerly line of said Roadway "E" with the United States Government Pierhead and Bulkhead Line, thence south 9°09' west 30.03 feet to a point, the true place or point of beginning; thence from said true point of beginning (1) still along said United States Government Pierhead and Bulkhead Line, south 9°09' west 170.07 feet to a point in said line; thence (2) leaving said United States Government Pierhead and Bulkhead Line, north 83°22'40" west 100 feet to a point; thence (3) north 9°09' east 170.07 feet, more or less, to a point; thence (4) south 83°22'40" east 100 feet, more or less, to the true point of beginning; which land is shown colored in green on the print of General's plan B-4053 dated January 20, 1945, entitled "Map of Roadway and Land for the Proposed S. W. Pumping Station", hereto attached and hereby made a part hereof, and hereinafter called "Said Map".

PIPE LINE LAND: Beginning at the northwesterly corner of Pump House Land, which point is N. 83°22'40" W. 100 feet, more or less, from the United States Government Pierhead and Bulkhead Line, thence from said point of beginning (1) N. 83°22'40" W. 1215.56 feet to a point in the easterly line of the Sound Shore Branch of the Central Railroad of New Jersey; thence (2) southerly along said easterly line of the said Sound Shore Branch of the Central Railroad of New Jersey 40 feet to a point; thence (3) S. 83°22'40" E. 1213.77 feet to a point in the westerly line of Pump House Land; thence (4) N. 9°09' E. 40 feet, more or less, to the place of beginning; which land is shown colored in red on SAID MAP.

ROADWAY LAND: Beginning at the southeasterly corner of Pipe Line Land thence (1) N. 83°22'40" W. 1213.77 feet, more or less, to a point in the easterly boundary of the Sound Shore Branch of the Central Railroad of New Jersey; thence (2) southerly along said easterly line of said Sound Shore Branch of the Central Railroad of New Jersey 15 feet to a point; thence (3) S. 83°22'40" E. 1213.13 feet to a point in the westerly line of Pump House Land; thence (4) N. 9°09' E. 15 feet, more or less, to the place of beginning; which land is shown colored in blue on said Map;

(b) SUBJECT to all of the rights, privileges, remedies, limitations and conditions reserved or imposed by the State of New Jersey in the various deeds by which it granted or conveyed such part of said leased premises as is located between the high water mark of Staten Island Sound (as said high water mark then existed) and the United States Government's Pierhead and Bulkhead Line;

(c) EXCEPTING from said leased premises all pipe lines, telephone and electric lines and railroad tracks now located thereon and the right to use, operate, maintain, inspect, repair and replace the same in their present location, with the right to go upon said leased premises at all reasonable times for the purpose

of exercising said rights; provided that such rights shall be exercised in such manner as shall not unreasonably interfere with General's use of said leased premises except as otherwise provided in Section 7 hereof; and

(d) RESERVING unto Du Pont the right to construct, operate, maintain, inspect, repair, replace and remove railroad tracks, ways, roads, pipe lines and telephone and electric lines in, over, under and across said leased premises in a manner that does not unreasonably interfere with General's use of said leased land, except as otherwise provided in Section 7 hereof; and

(e) PROVIDED that General shall have the right at its own expense to relocate any such railroad tracks, ways, roads, pipe or pole lines herein excepted or reserved along a suitable route over said leased premises satisfactory to DU PONT and in such manner as shall not unreasonably interfere with Du Pont's use thereof.

5. (a) RENT AND TAX PAYMENTS: General agrees to pay as rent for said premises a sum equal to the taxes and assessments of every kind and nature that may be assessed against or in respect of the following tract of land hereinafter called "TAX LAND" (which said Tax Land includes land herein leased and other land not herein leased), exclusive of any buildings, structures or improvements thereon and also agrees to pay all taxes and assessments of every kind and nature that may be assessed against any and all buildings, structures, improvements and property erected and placed on said leased premises by or for General, or which may be levied or imposed upon the leasehold estate hereby created and upon the reversionary interest in said estate during the term hereby granted. General shall have right to contest the reasonableness or validity of any tax or assessment which may be levied or assessed against any improvement on Tax Land and if Tax Land is separately assessed then of any tax assessed against Tax Land; and DU PONT shall cooperate with General in any such action or proceeding brought by General for that purpose, provided that the expense of any such action or proceeding is borne by General. TAX LAND is described as follows:

A strip of land 170.07 feet wide, bounded by the easterly line of the herein leased premises and extending from the United States Government Pierhead and Bulkhead Line westwardly for a distance of 696 feet, containing 2.72 acres, which said 170.07 foot strip is partly included in the herein leased premises and which shall be regarded as water front property; and

A strip of land 55 feet wide by 618 feet long, containing 0.78 acre and extending westwardly from the said 2.72 acre parcel to the easterly line of the Sound Shore Branch of the Central Railroad of New Jersey, which said 55 foot strip is entirely included in the herein leased premises and which shall not be regarded as water front property.

(b) DETERMINATION OF TAXES BY DU PONT: In the event the said taxes and assessments on Tax Land or the improvements thereon are not or cannot be separated from the taxes assessed against DU PONT's adjoining land and improvements thereon, then DU PONT shall serve General with a written demand for payment of the amount it considers to be the fair proportion of the taxes and assessments that should be allocated to General and if General agrees, it shall reimburse DU PONT for the amount thereof.

(c) ARBITRATION OF TAXES: In the event General disagrees with the amount of taxes and assessments which DU PONT considers should be allocated to General, the parties hereto shall forthwith attempt to agree upon the amount thereof and if they fail so to agree within thirty (30) days after the service of the demand for payment on General, then upon Du Pont's written demand served upon General immediately in which notice DuPont shall nominate its arbitrator, the amount of the taxes and assessments shall be determined by three (3) arbitrators, the one so nominated by DuPont, one nominated by General within three (3) days thereafter and the third shall be nominated immediately by the two (2) so selected. Should General fail to nominate an arbitrator as aforesaid or the two (2) arbitrators fail within three (3) days to select a third, then such second or third arbitrator or both the second and third arbitrators, as the case may be, may be selected at the instance of DuPont by the then presiding judge of the U. S. District Court having jurisdiction in that part of New Jersey in which the leased premises are located and the cost of the arbitration shall be borne equally by the parties hereto.

6. USE OF LEASED PREMISES: General covenants and agrees with DU PONT that it will use Pump House Land for the use, construction, maintenance and operation of a salt water pumping station with its pipe lines, telephone and electric lines and other appurtenances and for no other purpose; and Pipe Line Land, for the use, construction, maintenance, operation, repairing, replacement, renewal and removal of four (4) salt water pipe lines or less, each of which shall not exceed twenty-four (24) inches in diameter; and a 2300 volt electric transmission line and such low voltage lines as are necessary for telephones, meters, signals, roadway lighting and similar equipment, with all necessary appurtenances thereto and for no other purpose; and ROADWAY LAND, for the use, construction, maintenance and operation of a 15-foot roadway for the purpose of affording access to said Pump House Land and said Pipe Line Land and for no

THIS INDENTURE, made the 15 day of September, in the year of our Lord one thousand nine hundred and forty-nine, between E. I. du PONT de NEMOURS and COMPANY, a Delaware corporation, having its principal office at No. 1007 Market Street, in the City of Wilmington, in the County of New Castle and State of Delaware, and duly licensed to do business in the State of New Jersey, party of the first part, and GENERAL ANILINE & FILM CORPORATION, a Delaware corporation, having its principal office in the City of New York, County of New York and State of New York, duly licensed to do business in the State of New Jersey and having a manufacturing plant at Linden, New Jersey, party of the second part,

W I T N E S S E T H :

THAT the said party of the first part for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, to it in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm to the said party of the second part, and to its successors and assigns, forever,

ALL that certain tract of land situate, lying and being in the Township of Linden, County

of Union and State of New Jersey, bounded and described as follows:

STARTING at the point of intersection of the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer, said point being in the division line between land of the party of the second part and land of the Central Railroad of New Jersey; thence running along land conveyed to Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, recorded in the Register's Office of Union County, New Jersey, in Book 1165 of Deeds, page 582, and described in said deed as "Tract No. 1", and along said division line and along the center line of the said Linden Township Trunk Sewer, N. 68° 45' W. 25 feet to a point, the real place of beginning of the land herein conveyed; thence running

(1) Along line of lands conveyed to Grasselli Dyestuff Corporation by The Grasselli Chemical Company by said deed recorded in Book 1165 of Deeds, page 582, N. 12° 15' W. 290.20 feet to a point of curve; thence running

(2) Still along the line of lands conveyed to Grasselli Dyestuff Corporation by said deed recorded in Book 1165 of Deeds, page 582, on a curve curving toward the left with a radius of 350 feet a distance of 244.65 feet to a point of tangency; thence running

(3) Still along the line of lands conveyed to Grasselli Dyestuff Corporation by said deed recorded in Book 1165 of Deeds, page 582, N. 52° 18' W. 1458.95 feet to a point; thence running

(4) Along the line of lands conveyed to Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, recorded in said Register's Office in Book 1165 of Deeds, page 576, and still along said course of N. 52° 18' W. 1491.17 feet to a point of curve; thence running

(5) Still along the line of lands conveyed to Grasselli Dyestuff Corporation by said deed recorded in Book 1165 of Deeds, page 576, on a curve curving toward the right having a radius of 100 feet a distance of 179.86 feet to a point of tangency; thence running

(6) Still along the line of lands conveyed to Grasselli Dyestuff Corporation by The Grasselli Chemical Company by said deed recorded in Book 1165 of Deeds, page 576, N. 50° 45' E. 14.94 feet to a point; thence running

(7) N. 39° 15' W. 67.13 feet to a point of curve in the southeasterly side of the private concrete road of the party of the first part, which said pri-

vate road connects the plant property of the party of the first part with the Tremley Point Road; thence running

(8) Along the said southeasterly side of said concrete road on a curve curving toward the left having a radius of 425.83 feet a distance of 137.09 feet to a point of tangency; thence running

(9) Still along the said southeasterly side of said concrete road S. 32° 18' 16" W. 26.71 feet to the intersection of said southeasterly side with the northeasterly property line of the Central Railroad of New Jersey, being the division line between property of the party of the first part and said Central Railroad of New Jersey; thence running

(10) Along said division line on a curve to the left with a radius of 603.80 feet a distance of 416.56 feet to a point of tangency; thence running

(11) Still along said division line S. 52° 18' E. 2486.94 feet to a point; thence running

(12) Still along said division line S. 31° 15' E. 503.20 feet to the point of intersection of said line with the center line of the present Linden Township Trunk Sewer; thence running

(13) Along said Linden Township Trunk Sewer and said division line S. 68° 45' E. 224.87 feet to the real place of beginning;

EXCEPTING THEREFROM that certain easement or right of way (twenty (20) feet in width) granted by the party of the first part to Reconstruction Finance Corporation by deed bearing date the 31st day of August, 1945, and recorded in the Register's Office of Union County, New Jersey, on June 15, 1946, in Book 1555, page 560, as No. 28333 (and therein referred to as "Right of Way No. 3") to lay, operate, alter, inspect, maintain, change the size of, replace and remove, subject to the terms, covenants, conditions, reservations, restrictions and limitations set forth in said deed, three (3) parallel 12-inch or lesser pipe lines, under, across and through the land herein conveyed, to be buried at least thirty-two (32) inches from the top of said pipe lines (except as in said deed otherwise provided), along a way the center line of which is described in said deed as follows:

"(a) Starting at a point in a stone monument in the southwesterly end of the northwesterly boundary line of land of General Aniline and Film Corporation granted and conveyed by The Grasselli Chemical Company, an Ohio corporation, to Grasselli Dyestuff Corporation, now General Aniline and Film Corporation, by deed dated October 20, 1928, recorded in the

Register's Office of the County of Union, State of New Jersey, in Book 1165 of Deeds for said County, on page 576 et seq., and the southeasterly boundary line of land of DU PONT, and distant South 50° 36' 50" West 541.47 feet more or less (shown by a former survey and in said deed as South 50° 45' West 541.47 feet) along said common boundary line from a stone monument in the North corner of said land of General Aniline and Film Corporation;

"(b) Thence along a curve to the left and to the South (the common boundary line between land of said corporation and land of DU PONT), having a radius of 100 feet, 142.16 feet to a point, which is the real Point of Beginning;

"(c) Thence from said Point of Beginning, South 11° 07' West 100.69 feet to a point;

"(d) Thence South 48° 28' 10" West 22.0 feet to the boundary line between land of DU PONT and land of Central Railroad Company of New Jersey;"

BUT HEREBY GRANTING unto the party of the second part, its successors and assigns, all the right, title and interest reserved in said deed by the party of the first part in respect of said Right of Way No. 3, and the party of the second part hereby assumes and agrees to keep and perform all the obligations of the party of the first part applicable to said Right of Way No. 3 set forth in said deed and therein stipulated to be kept and performed by the party of the first part.

Said land is conveyed SUBJECT ALSO to all legal highways, block and zoning ordinances, to all covenants, restrictions, reservations, conditions and limitations of record and to all other rights, right of ways and easements now in use or of record.

AND by these presents the party of the first part does hereby give, grant, bargain, sell, alien, release, enfeoff, convey and confirm to the said party of the second part, its successors and assigns, all the right, title and interest of the party of the first part in and to the rights and easements contained in the following described exceptions and reservations, to-wit:

(1) That certain right and easement set forth in the exception and reservation contained in the deed from The Grasselli Chemical Company to Grasselli Dyestuff Corporation, dated October 20, 1928,

and recorded March 7, 1929, in the Register's Office of Union County, New Jersey, in Book 1165 of Deeds, page 582, and therein reading as follows: "Excepting and reserving, however, unto the party of the first part, its successors and assigns, the permanent right to use all the present and future main tracks located on Roadway B and Roadway C as shown on Sketch No. 102028 attached hereto and made a part hereof for the purpose of ingress, regress and egress thereover to and from the property of the party of the first part."

(2) That certain right and easement set forth in the exception and reservation contained in the deed from The Grasselli Chemical Company to Grasselli Dyestuff Corporation, dated October 20, 1928, and recorded March 7, 1929, in said Register's Office in Book 1165 of Deeds, page 576, and therein reading as follows: "Excepting and reserving, however, unto the party of the first part, its successors and assigns, the permanent right to use all the present and future main tracks through Roadway G which Roadway is shown on Sketch No. 102028 attached hereto and made a part hereof for the purpose of ingress, regress and egress thereover to and from the property of the party of the first part."

(3) That certain right and easement set forth in the exception and reservation contained in the deed from the party of the first part herein to the party of the second part herein, dated May 5, 1942, and recorded May 12, 1942, in said Register's Office in Book 1458 of Deeds, page 210, and therein reading as follows: "Excepting and reserving, however, unto the party of the first part, its successors and assigns, the permanent right to use all the present and future main tracks located on the extensions over the land herein conveyed of roadways known as 'Roadways B and C' on the plant property of the party of the second part, for the purposes of ingress, regress and egress thereover to and from the property of the party of the first part."

TOGETHER with all and singular the buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in anywise appertaining; also all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the land and premises herein conveyed and of, in and to every part and parcel thereof;

TO HAVE AND TO HOLD, all and singular, the above described land and premises, with the appurtenances, unto the

said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, subject as aforesaid.

AND the said party of the first part does for itself, its successors and assigns, covenant and agree to and with the said party of the second part, its successors and assigns, that it, the said party of the first part, is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment or limitation, or by any encumbrance whatsoever, except as aforesaid, by which the title of the said party of the second part, hereby made or intended to be made, of, in and to the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever; and also, that the said party of the first part now has good right, full power and lawful authority to grant, bargain, sell and convey the said land and premises in manner aforesaid; and also, that the said party of the first part will warrant, secure and forever defend the said land and premises unto the said party of the second part, its successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

IN WITNESS WHEREOF, the said E. I. du Pont de Nemours and Company has caused its corporate seal to be hereto

affixed and attested by its Assistant Secretary and these presents to be signed by its Vice-President, the day and year first above written.

Attest: [Signature]
Assistant Secretary
P. G. Hess

E. I. du PONT de NEMOURS and COMPANY
By [Signature]
Vice-President
W. J. Beadle

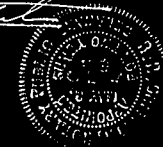
STATE OF DELAWARE }
COUNTY OF NEW CASTLE } SS.

BE IT REMEMBERED That on this 15 day of June, 1949, before me, R. R. GRIFFITH, a Notary Public in and for the State and County aforesaid, personally appeared P. G. Hess, to me known, who being by me duly sworn according to law, on his oath doth depose and make proof to my satisfaction that he is an Assistant Secretary of E. I. du PONT de NEMOURS and COMPANY, a corporation of the State of Delaware, the grantor in the foregoing instrument named; that he well knows the seal of said corporation; that the seal affixed to the said instrument is the corporate seal of said corporation, that it was so affixed in pursuance of a Resolution of the Board of Directors of the said corporation; that W. J. Beadle is a Vice-President of said corporation; that he saw the said W. J. Beadle as such Vice-President affix said seal thereto, sign and deliver said instrument, and heard him declare that he signed, sealed and delivered the same as the voluntary act and deed of the said corporation in pursuance of said Resolution, and that this deponent signed his name thereto, at the same time, as an attesting witness.

Sworn and Subscribed before me at Wilmington, Delaware, the day and year first hereinabove written.

[Signature]
Notary Public
R. R. GRIFFITH

MY COMMISSION EXPIRES MAY 2, 1951



EX 1776 DEED 11-1
State of Delaware
New Castle County



I, JAMES M. MALONEY, Prothonotary of the Superior Court of the State of Delaware, in and for New Castle County, do hereby CERTIFY, THAT when the foregoing affidavit or acknowledgment is verified, now is and was at the date of said affidavit or acknowledgment a Notary Public for the State of Delaware residing in New Castle County, and duly commissioned and qualified as such to take acknowledgment to all deeds and instruments of writing and administering oaths and take affidavits within said State, that I am well acquainted with the hands of said Notary Public and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, the 15th day of Sept. 1949
James M. Maloney
Prothonotary of the Superior Court.

15-188
DEED 21, 1949
F. I. du PONT de NEUMOURS
and
COMPANY
to
GENERAL AMERICAN
CORPORATION
Dated September 13, 1949

Return to -
George Brown, Esq.
420 FARMFIELD AVE.
DENTON, N. J.
19th Sept. fore
10.11 Book 1776
Deeds 7ac
1949

101-10

This Deed, made the 14th day of December

1979

Between **LINDEN CHEMICALS & PLASTICS, INC.** (formerly Linden Chlorine Products, Inc.),

a corporation existing under and by virtue of the laws of the State of Delaware
having its principal office at 14 Commerce Drive
in the Township of Cranford in the County of
Union and State of New Jersey herein designated as the Grantor,

And

LCP CHEMICALS--NEW JERSEY, INC., a Delaware Corporation

residing or located at 14 Commerce Drive
in the Township of Cranford in the County of
Union and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of FIVE HUNDRED NINETEEN
THOUSAND FOUR HUNDRED SIXTY NINE (\$519,469.00)-----DOLLARS

lawful money of the United States of America, to it in hand well and truly paid by the Grantees; at or
before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the
Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the
Grantees forever,

certain
All that/ tract or parcel of land and premises, situate, lying and being in the
City of Linden in the
County of Union and State of New Jersey, more particularly described as follows:

SEE SCHEDULE "A" ATTACHED.

COUNTY OF	UNION
CONVEYANCE	519,469.
REALTY TRANSFER TAX	1818.25
DATE	12-14-79

RECEIVED & RECORDED
UNION COUNTY, N.J.
DEC 14 11 01 AM '79
3201 PAGE 82
Richard P. May, Jr.
REGISTER

SCHEDULE A

BEGINNING at the terminus of the Second Course of the Second Tract in a deed from Central Railroad Company of New Jersey to General Aniline & Film Corporation dated January 19, 1967, and recorded on January 20, 1967 in Deed Book 2794 on Page 745 in the Union County Register's Office;

- Thence (1) North $58^{\circ}-57'-30''$ East, seventeen feet (17.00) to a point;
- Thence (2) North $31^{\circ}-02'-30''$ West, three hundred ten feet and fifty eight one-hundredths of a foot (310.58) to a point;
- Thence (3) North $28^{\circ}-58'-40''$ West, eighty seven feet and seven one-hundredths of a foot (87.07) to a point of curve;
- Thence (4) Curving to the right along a curve having a Radius of three hundred forty feet and ninety one one-hundredths of a foot (340.91) an arc distance of one hundred fifty three feet and twenty five one-hundredths of a foot (153.25) to a point of tangency;
- Thence (5) North $3^{\circ}-13'-20''$ West, sixty nine feet and thirty two one-hundredths of a foot (69.32) to a point;
- Thence (6) Curving to the right along a curve having a Radius of one thousand four hundred seven feet and sixty nine one-hundredths of a foot (1,407.69) an arc distance of one hundred

- ninety five feet and seventy one one-hundredths of a foot (195.71) to a point;
- Thence (7) North 75°-50'-28" East, two hundred nineteen feet and seventy four one-hundredths of a foot (219.74) to a point;
- Thence (8) South 64°-52'-17" East, nine hundred eighty three feet and twelve one-hundredths of a foot (983.12) to a point in the Pierhead and Bulkhead line of the Arthur Kill;
- Thence (9) North 2°-42'-17" West, along the said Pierhead and Bulkhead line of the Arthur Kill, eighty six feet and forty one-hundredths of a foot (86.40) to a point;
- Thence (10) North 18°-11'-43" East, continuing along the said Pierhead and Bulkhead line of the Arthur Kill, forty three feet and ninety two one-hundredths of a foot (43.92) to a point;
- Thence (11) North 64°-52'-17" West, six hundred five feet and twenty seven one-hundredths of a foot (605.27) to a point of curve;
- Thence (12) Curving on the right along a curve having a Radius of two hundred fifty feet (250.00) an arc distance of one hundred ninety five feet and forty two one-hundredths of a foot (195.42) to a point of tangency;
- Thence (13) North 20°-05' West, five hundred seventy five feet and one one-hundredths of a foot (575.01) to a point;

- Thence (14) North 74°-55' West, two hundred six feet and nineteen one-hundredths of a foot (206.19) to a point;
- Thence (15) North 15°-05' East, one hundred sixty four feet and forty one-hundredths of a foot (164.40) to a point;
- Thence (16) North 74°-52' West, two hundred thirty four feet (234.00) to a point;
- Thence (17) South 15°-08' West, two hundred sixty five feet (265.00) to a point;
- Thence (18) North 74°-52' West, eighty six feet and seventy three one-hundredths of a foot (86.73) to a point;
- Thence (19) South 69°-17'-40" West, forty three feet and twenty eight one-hundredths of a foot (43.28) to a point;
- Thence (20) North 74°-52' West, twenty nine feet and two one-hundredths to a foot (29.02) to a point;
- Thence (21) North 15°-08' East, one hundred twenty six feet and forty seven one-hundredths of a foot (126.47) to a point;
- Thence (22) South 74°-51' East, twelve feet (12.00) to a point;
- Thence (23) North 15°-08' East, twenty seven feet and ninety two one-hundredths of a foot (27.92) to a point;
- Thence (24) North 74°-52' West, twelve feet (12.00) to a

- point;
- Thence (25) North 15°-08' East, eighty eight feet and seventy two one-hundredths of a foot (88.72) to a point;
- Thence (26) South 74°-52' East, six feet (6.00) to a point in the Sixth Course of the First Tract in the recorded deed mentioned hereinbefore;
- Thence (27) North 15°-08' East, along part of said Sixth Course in the recorded deed mentioned hereinbefore, ninety one feet and eighty one one-hundredths of a foot (91.81) to a point;
- Thence (28) North 74°-55' West, along the Seventh Course in the recorded deed mentioned hereinbefore, twenty feet and ninety nine one-hundredths of a foot (20.99) to a monument found;
- Thence (29) South 64°-23'-30" West, two feet and seventy one-hundredths of a foot (2.70) to a point;
- Thence (30) South 15°-09' West, ninety feet and twenty five one-hundredths of a foot (90.25) to a point;
- Thence (31) South 74°-51' East three feet (3.00) to a point;
- Thence (32) South 15°-09'-00" West, eighty feet and seventy one one-hundredths of a foot (80.71) to a point;
- Thence (33) North 74°-51' West thirteen feet (13.00) to a point;
- Thence (34) South 15°-09' West, twenty feet and fifty nine

one-hundredths of a foot (20.59) to a point;

Thence (35) South 74°-51' East, thirteen feet (13.00) to a point;

Thence (36) South 15°-09' West, seventy two feet and ninety seven one-hundredths of a foot (72.97) to a point;

Thence (37) North 74°-51' West ten feet (10.00) to a point;

Thence (38) South 15°-09' West, fifteen feet and sixty six one-hundredths of a foot (15.66) to a point;

Thence (39) South 74°-51' East ten feet (10.00) to a point;

Thence (40) South 15°-09' West, fifty two feet and ninety six one-hundredths of a foot (52.96) to a point;

Thence (41) North 74°-52' West seventy nine feet and sixty one one-hundredths of a foot (79.61) to a point;

Thence (42) North 00°-06' East, twenty four feet and six one-hundredths of a foot (24.06) to a point;

Thence (43) North 51°-52' West, forty two feet and twelve one-hundredths of a foot (42.12) to a point;

Thence (44) North 36°-58'-40" East, twenty one feet and eighty one-hundredths of a foot (21.80) to a point;

Thence (45) North 29°-02'-05" East, sixty one feet and thirty five one-hundredths of a foot (61.35) to a point;

- Thence (46) North 15°-46' East, twenty six feet and seventy four one-hundredths of a foot (26.74) to a concrete monument;
- Thence (47) North 86°-32'-41" West, forty three feet and forty one one-hundredths of a foot (43.41) to a point;
- Thence (48) North 75°-25' West, seventy five feet and fifty four one-hundredths of a foot (75.54) to a point;
- Thence (49) North 54°-56' West, one hundred seventeen feet and forty seven one-hundredths of a foot (117.47) to a point;
- Thence (50) North 79°-38'-10" West, two hundred thirty three feet and eighty three one-hundredths of a foot (233.83) to a point;
- Thence (51) North 82°-00'-12" West, ninety four feet and sixty seven one-hundredths of a foot (94.67) to a point;
- Thence (52) South 37°-56' West, three hundred feet (300.00) to a point in the Sixth Course of the First Tract in the recorded deed mentioned hereinbefore;
- Thence (53) South 52°-18' East, along part of said Sixth Course in the recorded deed mentioned hereinbefore, seven hundred eighty two feet and forty two one-hundredths of a foot (782.42) to a point;

- Thence (54) South 46°-3'-10" East, along the Seventh Course in the recorded deed mentioned hereinbefore, five hundred twenty two feet and seventy seven one-hundredths of a foot (522.77) to a point;
- Thence (55) South 31°-07'-30" East, three hundred twenty feet and sixty five one-hundredths of a foot (320.65) to a point;
- Thence (56) South 58°-52'-30" West, two feet and ninety six one-hundredths of a foot (2.96) to a point;
- Thence (57) South 31°-02'-30" East, five hundred thirty feet (530.00) to the point and place of BEGINNING.

The above described tract contains 24.22 acres.

BEING known and designated as Tax Lot 3.01 in Block 587 as shown on the Tax Map of the City of Linden.

The foregoing description is in accordance with that certain Resubdivision Map of Lot 3 in Block 587 of the Tax Map of the City of Linden, Union County, New Jersey, into three lots prepared by Grassmann, Kreh and Mixer, Surveyors, of Union, New Jersey, which subdivision Map was recorded June 16, 1977 in the Office of the Register of Union County as Map No. 712-C and is also in accordance with the survey also prepared by Grassmann, Kreh and Mixer, dated February 15, 1972, revised to April 4, 1973.

SUBJECT to all easements and rights-of-way agreements, license and road agreements, and other leases or agreements of record, riparian rights, rights public and private, if any, and paramount rights of the United

States of America respecting any portion, if any, of the subject premises lying waterward or easterly of the high water mark of the Arthur Kill.

-8-

EX 3207- 90

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

ATTEST:

LINDEN CHEMICALS & PLASTICS, INC.

John Kandravy

Secretary

By:

C. A. Hansen, Jr. President

State of New Jersey, County of Essex
this 14th day of December, 1979
Personally appeared John Kandravy

ss.: Be It Remembered,
a Notary Public

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of Linden Chemicals & Plastics, Inc. the Corporation named in the within Instrument; is the

that C.A. Hansen, Jr. President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation;

and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$ 519,469.00.

Sworn to and subscribed before me,
the date aforesaid.

Notary Public of New Jersey

JOHN KANDRAVY

MAE S. BARBIERE
A Notary Public of New Jersey
My Commission Expires May 24, 1982
Prepared by: James H. Freis, Esq.

3207

91

END OF DOCUMENT

3207- 92

10110

Deed

LINDEN CHEMICALS & PLASTICS, INC.
(Formerly Linden Chlorine Products,
Inc.)

A corporation of
the State of Delaware

TO

LCP CHEMICALS--NEW JERSEY, INC.

Dated December 14th, 1979

~~Return to:~~ Return to:

James H. Freis, Esq.
Shanley & Fisher
550 Broad Street
Newark, New Jersey 07102

1818.25

17.25 M.

TO HAVE AND TO HOLD the same unto the said Plainfield Savings Bank, its successors and assigns, to its and their only proper use, benefit and behoof forever, in as full, ample and beneficial a manner as by virtue of the said writ of Fieri Facias, I may, can, or ought to convey the same.

And I, the said Lee S. Rigby, for myself, my heirs, executors and administrators, do hereby covenant, promise and agree to with the said Plainfield Savings Bank, its successors and assigns, that I have not, as such Sheriff aforesaid, done or caused, suffered or procured to be done, any act, matter or thing whereby the estate hereby intended to be conveyed in and to the said lot of land and premises, with the appurtenances, is, may, or can be changed, charged, encumbered or defeated in any way whatever.

IN WITNESS WHEREOF, I, the said Lee S. Rigby, as such Sheriff aforesaid, have hereunto set my hand and seal this 27th day of April, in the year of our Lord one thousand and nine hundred and thirty-six.

Signed, sealed and delivered :
in the presence of
Edward Cohn.

Lee S. Rigby. (L.S.)
Sheriff.

Rev. Stamps \$.50: attached and cancelled.

NEW JERSEY, UNION COUNTY, ss.

On this 11th day of May, in the year of our Lord, one thousand nine hundred and thirty-six, before me, the subscriber, a Master in Chancery of said State, personally appeared Lee S. Rigby, Sheriff of the County of Union, aforesaid, who is, I am satisfied, the grantor in the within indenture named, and I having first made known to him the contents thereof he did thereupon acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, for the use and purposes therein expressed.

Edward Cohn.

A Master in Chancery of New Jersey.

I, Lee S. Rigby, Sheriff of the County of Union, State of New Jersey, do solemnly swear that the land and real estate described in this deed, made by me to Plainfield Savings Bank, was by me sold by virtue of a good and subsisting execution, as is therein recited, that the money ordered to be made has not been, to my knowledge or belief, paid, or satisfied, that the time and place of the sale of said land and real estate was by me duly advertised as required by law, and that the same was cried off and sold to a bona fide purchaser for the best price that could be obtained.

Lee S. Rigby.

Sworn before me, one of the Masters in Chancery of New Jersey, on this 11th day of May, in the year of our Lord, nineteen hundred and thirty-six. And I do certify that I have examined the above deed mentioned, and do approve the same and order it to be recorded as a good and sufficient conveyance of the lands and real estate therein described.

Edward Cohn.

Master in Chancery of New Jersey.

Rec'd Nov. 21, 1936.

At 9:22 A.M.

#18725.

Recorded at request of Asa F. Randolph.

The Grasselli Chemical Co.

to

E. I. duPont de Nemours and Co.

..

State of Delaware, having its principal office in the City of Cleveland, in the County of Cuyahoga and State of Ohio, and duly licensed to do business in the State of New Jersey, of the first part, AND E. I. duPont de Nemours and Company, a Delaware corporation, having its principal office in the City of Wilmington, in the County of New Castle and State of Delaware, and duly licensed to do business in the State of New Jersey, of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of ten dollars (\$10.00) lawful money of the United States of America, well and truly paid by the said party of the second part, at and before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does grant bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second

part, and to its successors and assigns, forever, all those tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the City of Linden, in the County of Union and State of New Jersey, to wit:

Tract No.1;

Beginning at a point being the intersection of the southeasterly line of 24th Street with the southwesterly line of Wood Avenue and thence running along the southwesterly line of Wood Avenue, South thirty six (36) degrees thirty six (36) minutes East, thirteen hundred and forty two and eighty four hundredths (1342.84) feet, more or less to the line of lands now or formerly in the possession of the Board of Education of Linden Township; thence running along the line of said lands South fifty three (53) degrees twenty four (24) minutes West six hundred and seventy one and twenty-one hundredths (671.21) feet, more or less, to the northerly line of the Tremley Point Road; thence running along the northerly line of Tremley Point Road, North seventy two (72) degrees and thirty nine (39) minutes West seven hundred and four and thirty-three hundredths (704.33) feet, more or less, to the intersection of the northerly line of the Tremley Point Road with the easterly line of the Old Rahway Road; thence running along the easterly line of the Old Rahway Road north no (0) degrees and twenty one (21) minutes West nine hundred fifty seven and fifteen hundredths (957.15) feet to the intersection of the easterly line of the Old Rahway Road with the southeasterly line of 24th Street; thence running along the southeasterly line of 24th Street North fifty three (53) degrees and twenty four (24) minutes East five hundred twenty and fifteen hundredths (520.15) feet to the place of beginning; containing twenty five and seven hundred and eighty three thousandths (25.783) acres, more or less.

EXCEPTING THEREFROM all that part of said premises described as follows: ALL that certain tract, lot or parcel of land and premises situate, lying and being in the City of Linden, County of Union, New Jersey, described as follows:

BEGINNING at a point on the westerly line of Wood Avenue which is ninety-one feet and five one-tenths of a foot south from the corner formed by the intersection of said line of Wood Avenue with the southerly line of Twenty Ninth Street and which said point is also in line of lands now or formerly in possession of the Board of Education of Linden Township; thence running along the line of said lands south fifty three degrees twenty four minutes west six hundred seventy-one and twenty-one one-hundredths of a foot to the northerly line of Tremley Point Road; thence along said line of Tremley Point Road north seventy two degrees thirty five minutes west 298.44 feet to a point in said line of Tremley Road which would be intersected by a line drawn parallel to Twenty Ninth Street in a westerly direction from the westerly line of Wood Avenue from a point in said line of Wood Avenue which is one hundred (100) feet north of the northerly line of Twenty-Ninth Street; thence running easterly and parallel to the northerly line of Twenty Ninth Street eight hundred forty six and fifty six one-hundredths feet more or less to a point in the aforesaid line of Wood Avenue which is one hundred (100) feet north of the northerly line of Twenty-Ninth Street; thence south thirty-six degrees thirty-six minutes East along said line of Wood Avenue two hundred and forty-one feet and five one-tenths of a foot to the point and place of BEGINNING. Tract No.1 was conveyed to the party of the first part herein by deed of Frank R. Emmons, Sheriff of the County of Union, State of New Jersey, bearing date April 11, 1932, and recorded in the Union County Register's Office, Elizabeth, New Jersey, in Book 1251 of Deeds for said County, page 349 etc.

Tract No.2: (Grasselli Park)

Beginning at a point in the southerly line of Tremley Point Road, at a corner of lands now or formerly of The John Fedor Realty Company, and thence running (1) along the line of lands of the said John Fedor Realty Company, and along line of lands now or formerly of the East Linden Development Company, South thirty (30) degrees fifty-two (52) minutes West 1291.90 feet to the center line of Marsh's Creek; thence running (2) along and up the center line of said Marsh's Creek, it being also the division line between lands herein described and lands now or formerly of the Estate of Sanford Roll, in a general northwesterly direction, 765 feet, more or less, to an old line of fence; thence running (3) along an old line of fence, and along line of lands now or formerly of the Estate of Sanford Roll, South 16 degrees, thirty three (33) minutes West 6.07 feet, to a line of fence; thence running (4) still along the line of lands now or formerly of the Estate of Sanford Roll, North forty-seven (47) degrees, twenty (20) minutes west 528.70 feet to the easterly line of the Lower Road to Rahway; thence running (5) along the easterly line of the Lower Road to Rahway, North ten (10) degrees, fifty-five (55) minutes East 351.45 feet to a point; thence running (6) still along the easterly line of the Lower Road to Rahway, North seven (7) degrees twenty eight (28) minutes east 425.97 feet to the southerly line of the Tremley Point Road; thence running (7) along the southerly line of Tremley Point Road, South seventy two (72) degrees thirty five (35) minutes East 738.36 feet to a point; thence running (8) still along the southerly line of the Tremley Point Road, South seventy one degrees 24 minutes East 249.46 feet to a point; thence running (9) still along the southerly line of the Tremley Point Road, South seventy (70) degrees twenty five (25) minutes East, 291.02 feet to

DEEDS-1330

a point; thence running (10) still along the southerly line of the Tremley Point Road, South sixty four (64) degrees twentyfour (24) minutes east 80.20 feet to the place of beginning, containing 26.790 acres of land.

EXCEPTING THEREFROM, however, the following described parcels designated Exception No.1, No.2, No.3, and No.4:

Exception No.1: Beginning at a point in the easterly line of the Lower Road to Rahway, distant southerly along the same 379.32 feet from the intersection of the easterly line of the Lower Road to Rahway with the southerly line of the Tremley Point Road; and from said beginning point thence running (1) along the easterly line of the Lower Road to Rahway South seven (7) degrees twenty eight (28) minutes West 46.65 feet to a point; thence running (2) still along the easterly line of the Lower Road to Rahway, South ten (10) degrees fifty-five (55) minutes West 53.35 feet to a point, which point is distant northerly along the easterly line of the said Lower Road to Rahway 298.10 feet from the northerly corner of lands now or formerly of the Estate of Sanford Roll; thence running (3) South eighty (80) degrees forty seven (47) minutes East 103.21 feet to a point; thence running (4) North seven degrees twenty eight (28) minutes East 100.00 feet to a point; thence running (5) North eighty (80) degrees forty seven (47) minutes West 100.00 feet to the place of beginning, containing 0.231 acres of land, and

Exception No.2: Beginning at a point in the southerly line of the Tremley Point Road, distant easterly along the same, 710.81 feet from the intersection of the southerly line of the Tremley Point Road with the easterly line of the Lower Road to Rahway; and from said beginning point thence running (1) along the southerly line of the Tremley Point Road south seventy two (72) degrees thirty-five minutes East 27.55 feet to a point; thence running (2) still along the southerly line of the Tremley Point Road, South seventy-one degrees twenty four (24) minutes East 249.46 feet to a point; thence running (3) still along the southerly line of the said Tremley Point Road South 70 degrees twenty five (25) minutes east 3.00 feet to a point; which point is distant westerly, along the southerly line of the Tremley Point Road, 368.22 feet, from the corner of lands now or formerly of the John Fedor Realty Company; thence running (4) south eighteen (18) degrees, thirty six (36) minutes West 189.95 feet to a point; thence running (5) North seventy one (71) degrees twentyfour (24) minutes West 280.00 feet to a point; thence running (6) North eighteen (18) degrees, thirty-six (36) minutes East 189.43 feet to the place of beginning, containing 1.220 acres of land, and

Exception No.3: (Land for Streets and Avenues)

All those certain parcels of land conveyed by The Grasselli Chemical Company, an Ohio corporation, to the Township (now City) of Linden, comprising 4.932 acres, more or less, by deed dated September 30, 1918, and recorded in the Register's Office of Union County, New Jersey, in Book 740 of Deeds for said County, on page 238, to which deed reference is hereby made for a more complete description.

Exception No.4: (Grasselli Park Lots Sold)

All those certain lots or parcels of land known as Lots Nos. 3, 4, 6 and 8 in Block #1; Lots Nos. 6, 22, 25 and 26 in Block #2; Lots Nos. 32 and 36 in Block #3; Lots Nos. 9 and 10 in Block #5; Lots Nos. 2, 3, 6, 9, 12, 13 and 18 in Block #6; Lots Nos. 1, 10, 12, and 13 in Block #7, all in Grasselli Park, a subdivision of the City of Linden, as shown on Map #2611-7, as recorded in the County Recorder's Office of Union County under #67-D, on the 8th day of May, 1924, and containing 1.95 acres, but not including in this exception, but hereby granting and conveying to the Grantees herein the rights reserved in the various deeds by which said lots were conveyed.

The whole tract herein described as Tract No. 2 exclusive of the four exceptions herein described, containing 19.707 acres, more or less, and being part of the premises conveyed by William H. Roll and Cassie Roll to The Grasselli Chemical Company, an Ohio corporation, by that certain deed dated July 31, 1918, recorded in the Register's Office in the County of Union, New Jersey, in Book #732 of Deeds, pages 133, etc.

Tract No.3: (Tenements)

Beginning at a point on the Southeasterly line of Wood Avenue, as same is now located, on the division line between the lands of the grantor hereby to be conveyed and lands now or formerly of the Tremley Point Corporation, and extending thence South 34° 38' West 361.86 feet more or less to a point, corner to lands of The Holland Company; thence along the Northerly line of lands of The Holland Company North 59° 44' West 289 feet to the Easterly right of way of the New Jersey Short Line Railroad; thence in a Northerly direction along said railroad right of way upon a curve to the right, having a radius of 5664 feet, 32.10 feet to the point of tangent; thence in a Northerly direction still along said right of way 192.0 feet to a point; thence North 34° 32' East 238.90 feet to the Southeasterly line of Wood Avenue; thence Easterly along said Southeasterly line to a bend in same; thence still along said Southeasterly line South 39° 30' East 172.55 feet to the point of beginning, containing 2.92 acres more or less, being a part of the same tract or parcel conveyed to The Standard Chemical Company by William S. Roll by deed dated November 28, 1881 and conveyed by The Standard

Chemical Company to The Grasselli Chemical Company, an Ohio corporation, by deed dated February 11, 1905, and recorded in the Union County Registry of Deeds in Book 446, page 147.

Tract No. 4:

Beginning at a point situated in the southwesterly side line of the Old Tremley Point Road, now known as Wood Avenue, at the northerly corner of lands herein conveyed as Tract No. 3, and from said beginning point thence running (1) south thirty-four (34) degrees four (4) minutes west two hundred and thirty-eight and nine tenths feet (238.9') to a point; said point being distant southeasterly fifty feet (50') from the located center line of the present or former New Jersey Short Line Railroad; thence running (2) parallel with and distant therefrom fifty (50) feet southeasterly from said located center line North twenty-eight (28) degrees fifty (50) minutes East two hundred and forty four and six-tenths (244.6) feet to a point in the side line of the old Tremley Point Road; thence running (3) along the Old Tremley Point Road South fortythree (43) degrees fifty nine (59) minutes East twenty two and sixty five one-hundredths (22.65) feet to the place of beginning, containing sixty-two one-thousandths (.062) acres.

The said tract is in accordance with a survey made by J.L. Bauer, C.E., Elizabeth, N.J. August 14, 1916, being part of the same premises conveyed to The Grasselli Chemical Company, an Ohio corporation, by John Fedor Realty Co. Inc., by that certain deed dated July 1, 1918, recorded in the Register's Office of Union County, New Jersey in Book 730 of Deeds, pages 135, etc.

Tract No. 5: (Plant Property)

All those certain parcels of land situate, lying and being in the City of Linden, County of Union, and State of New Jersey, which are bounded on the North by lands now or formerly of The Standard Oil Company and the Security Land and Improvement Company and by Morse's Creek; on the East by Staten Island Sound, on the South by lands now or formerly of the Tremley Point Corporation and the Central Railroad of New Jersey; on the West by the right of way of the Perth Amboy and Elizabethport Railroad and lands now or formerly of the Security Land & Improvement Company and the Central Railroad of New Jersey (more fully shown on Map 2157-11 hereto attached and made a part hereof);

Excepting, however, those certain parcels of land which were conveyed by The Grasselli Chemical Company, an Ohio corporation, to the Grasselli Dyestuff Corporation by those certain two deeds each dated October 20, 1928, and described therein as follows and designated Excepted Parcel 1, 2, 3 and 4:

Excepted Parcel 1: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 feet in width), and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands of The Grasselli Chemical Company and lands of the Central Railroad of New Jersey, thence running (1) Along said westerly right of way line of the Sound Shore Railroad, on a curve curving toward the northeast, with a radius of 1457.69 feet a distance of 309.50 feet to a point; thence running (2) N. 52° 18' W. 57.20 feet to a point; thence running (3) Parallel with the straight tangent of the Sound Shore Railroad, and 50 feet distant westerly at right angles from the westerly right of way line thereof, N. 15° 05' E. 1908.50 feet to a point; thence running (4) Along line of other lands of The Grasselli Chemical Company, N. 9° 55' W. 240.00 feet to a point; thence running (5) Still along line of lands of The Grasselli Chemical Company N. 35° 00' W. 128.53 feet to a point, distant at right angles 250.00 feet from the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width); thence running (6) Still along line of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad N. 74° 55' W. 575.00 feet to a point; thence running (7) Still along line of lands of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 325 feet to a point; thence running (8) Still along line of lands of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad, N. 74° 55' W. 800.00 feet to a point; thence running (9) Still along line of lands of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 1227.50 feet to a point distant northerly at right angles 146.00 feet from the northerly line of lands of the Central Railroad of New Jersey; thence running (10) Still along line of lands of The Grasselli Chemical Company, and parallel with the northerly line of lands of the Central Railroad Company of New Jersey and distant northerly at right angles 146.00 feet therefrom, S. 52° 18' E. 1456.95 feet to a point of curve; thence running (11) Still along line of lands of The Grasselli Chemical Company on a curve curving toward the south with a radius of 350.00 feet, a distance of 244.65 feet to a point of tangency; thence running (12) Still along line of lands of The Grasselli Chemical Company, S. 12° 15' E. 290.20 feet to a point in the center line of the Linden Township Trunk Sewer; thence running (13) Along line of lands of the Central Railroad Company of New Jersey, and along the center line of the

ent and future main tracks through Roadway G, which roadway is shown on Sketch No. 102028 attached hereto and made a part hereof, for the purpose of ingress, regress and egress thereover, to and from the property formerly of The Grasselli Chemical Company, an Ohio corporation, and hereby (and as Tract No. 5 hereof) conveyed. The said permanent right is not included as a part of any of the said four parcels excepted from Tract No. 5; and the party of the first part has given, granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, convey and confirm unto the said party of the second part, and unto its successors and assigns forever, the said permanent right so excepted and reserved in each of said two deeds from The Grasselli Chemical Company, an Ohio corporation, to Grasselli Dyestuff Corporation dated October 20, 1928, which said permanent right is the permanent right to use as aforesaid all the present and future main tracks through Roadway G, which roadway is shown on Sketch No. 102028 attached hereto and made a part hereof, for the purpose of ingress, regress and egress thereover, to and from the property herein conveyed as Tract No. 5.

The premises hereinbefore described as being conveyed hereby are conveyed to the party of the second part herein, together with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part and parcel thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in or to the above described premises, and to every part and parcel thereof, and of, in or to any and all real estate owned by the said party of the first part, or to which it is entitled, located in the County of Union in the State of New Jersey, with the appurtenances.

TO HAVE AND TO HOLD the above-described pieces or parcels of land and premises, with all and singular the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

AND the said party of the first part, its successors and assigns, does by these presents covenant, grant, and agree to and with the party of the second part, its successors and assigns, that it, the said party of the first part, its successors and assigns, all and singular the hereditaments and premises, hereinabove described and granted, or mentioned and intended so to be, with the appurtenances unto the said party of the second part, its successors and assigns, against the said party of the first part, its successors and assigns, and against all and every other person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, shall and will warrant and forever defend.

IN WITNESS WHEREOF, the said party of the first part, has caused its corporate seal to be hereto affixed, and attested by its Secretary, and these presents to be signed by its President, the day and year first above written.

Signed, sealed and delivered
in the presence of:

M. J. Collins
E. Clifford

Attest:

O. M. Hook,
Secretary.

The Grasselli Chemical Company,
By: E. W. Furst,
President.

(Seal) The Grasselli Chemical Company, Corporate Seal
Founded 1899, Delaware

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS:

BE IT REMEMBERED, that on this 31st day of October, nineteen hundred and thirty six, before me, the subscriber, a Notary Public in and for said County, personally appeared O. M. Hook and made proof to my satisfaction that he is the Secretary of The Grasselli Chemical Company, the grantor named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by E. W. Furst, who was at the time thereof the President of said corporation, in the presence of this deponent and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time subscribed his name to said instrument as an attesting witness to the execution thereof.

Sworn to and subscribed before me at
Cleveland, Ohio, the date aforesaid.
M. J. Collins (Seal)
Notary Public,
Cuyahoga County, Ohio.
Commission expires February 1, 1937.

C. M. Hook.

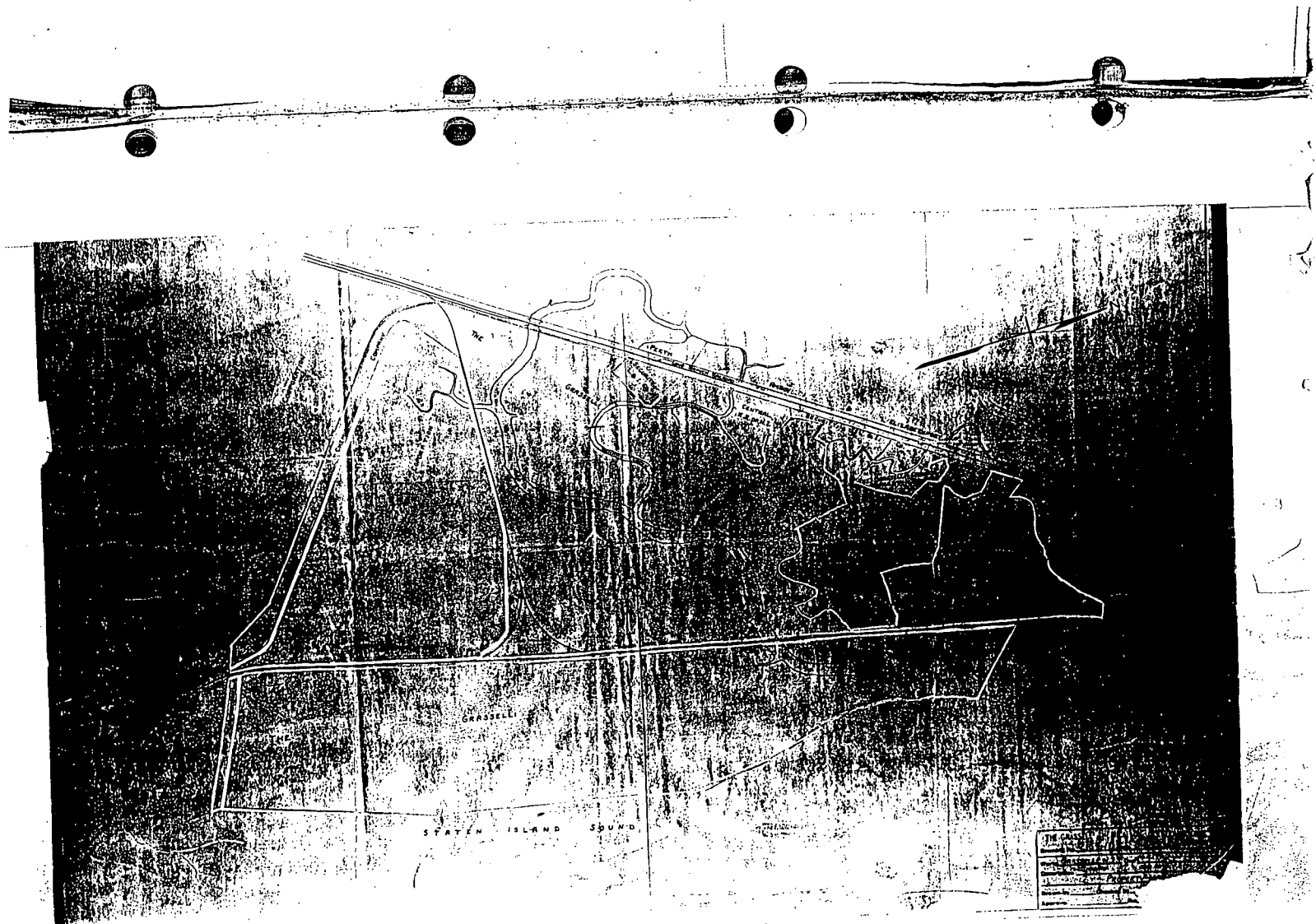
said Linden Township Trunk Sewer, S.68° 45' E. 25.00 feet to the place of beginning, containing 62.127 acres.

Excepted Parcel 2: Beginning at the point of intersection of the easterly right of way line of the Sound Shore Railroad (as laid out 50 feet in width.) and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands of The Grasselli Chemical Company and lands of the Sinclair Oil Company; thence running (1) Along line of lands of the Sinclair Oil Company, and along the center line of the Linden Township Trunk Sewer, S.68° 45' E. 203.70 feet to a point; thence running (2) Still along line of lands of the Sinclair Oil Company and parallel with the Linden Township Trunk Sewer and distant southerly (3) three feet from the center line thereof, S.64° 37' E. 1023.63 feet to a point in the U.S. Government Pierhead and Bulkhead Line; thence running (3) Along said U.S. Government Pierhead and Bulkhead line, N.2° 27' W. 86.40 feet to an angle point in same; thence running (4) Still along the U.S. Government Pierhead and Bulkhead Line, N.18° 27' E. 23.76 feet to a point; thence running (5) Along line of lands of The Grasselli Chemical Company and parallel with the second course of this description, N.64° 37' W. 984.02 feet to a point; thence running (6) Still along line of lands of The Grasselli Chemical Company and parallel with the first course of this description N.68° 45' W. 244.20 feet to a point in the aforesaid easterly right of way line of the Sound Shore Railroad; thence running (7) Along said easterly right of way line of the Sound Shore Railroad, on a curve curving toward the southeast with a radius of 1407.69 feet, a distance of 106.30 feet to the place of beginning, containing 2.811 acres.

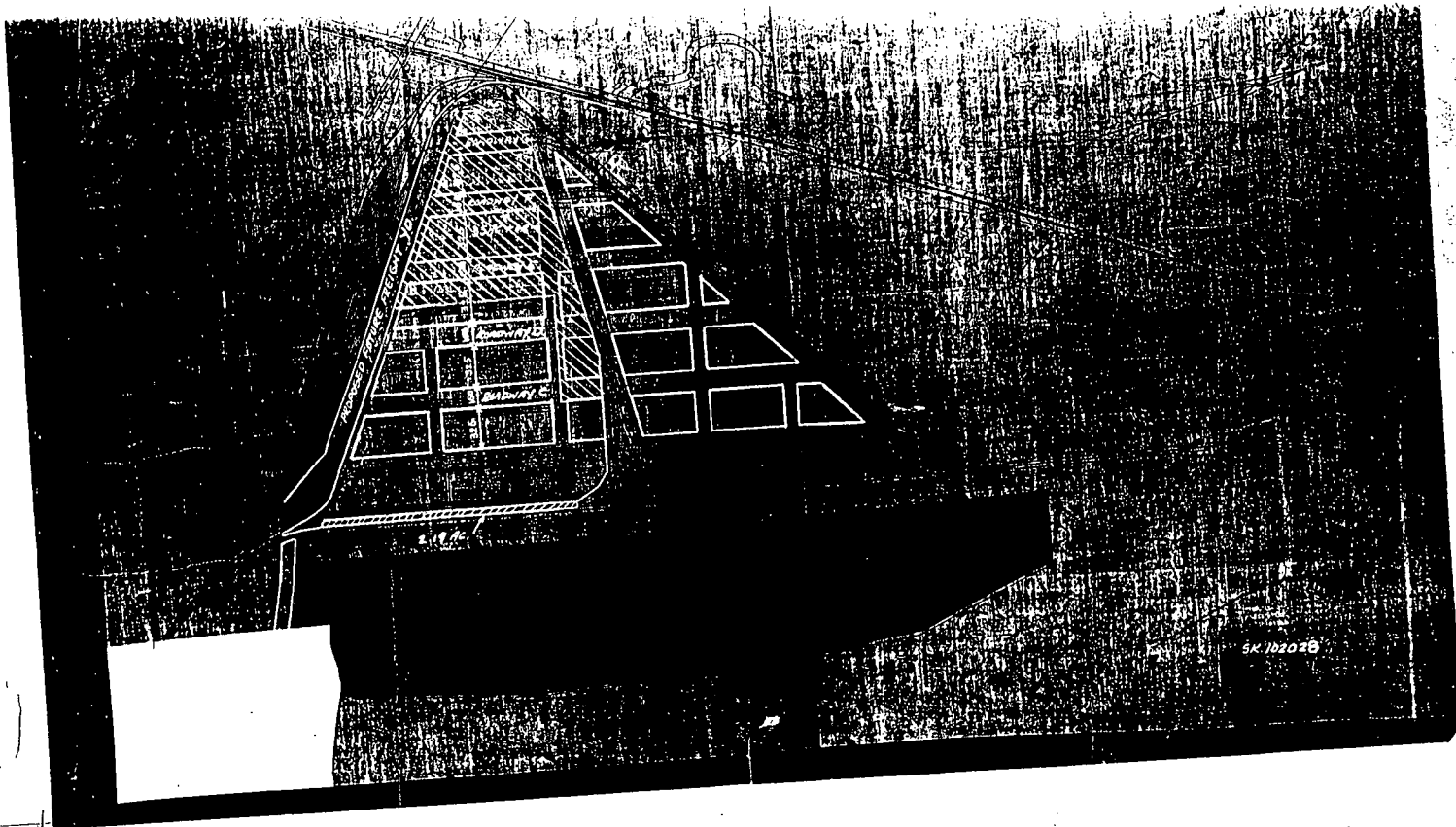
Excepted Parcel 3: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company, an Ohio corporation, and land of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69 feet, a distance of 309.50 feet to an iron pipe, the real place of beginning; thence running (1) Along the line of lands conveyed to The Grasselli Dyestuff Corporation by The Grasselli Chemical Company, an Ohio corporation, by deed dated October 20, 1928, and described in said deed as Tract #1 (and herein as Excepted Parcel 1) North 52° 18' West 57.20 feet to an iron pipe; thence running (2) Still along the line of said Tract #1 (Excepted Parcel 1) North 15° 5' East 1908.50 feet to an iron pipe; thence running (3) South 74° 55' East 50 feet to an iron pipe in the westerly right of way line of the Sound Shore Railroad; thence running (4) Along the westerly right of way line of the Sound Shore Railroad South 15° 5' West 1840.54 feet to an iron pipe, the beginning of a curve to the Southwest; thence running (5) Still along the westerly right of way line of the Sound Shore Railroad upon a curve to the Southwest having a radius of 1457.69 feet, 90 feet to the point of beginning, containing 2.204 acres, more or less.

Excepted Parcel 4: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company, an Ohio corporation, and lands of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69 feet, a distance of 309.50 feet to an iron pipe; thence still along the westerly right of way line of the Sound Shore Railroad and still upon said curve 90 feet to a point; thence North 15° 5' East 1840.54 feet to an iron pipe in said right of way line; thence leaving said right of way line North 74° 55' West 50 feet to an iron pipe; thence North 15° 5' East 300 feet to a point; thence North 74° 55' West 775 feet to a point in the line of lands conveyed to the Grasselli Dyestuff Corporation by The Grasselli Chemical Company, an Ohio corporation, by deed dated October 20, 1928, and described in said deed as Tract #1 (Excepted Parcel 1) the real place of beginning; thence running (1) North 74° 55' West 257.40 feet to an iron pipe; thence running (2) North 88° 11' 30" West 1691.40 feet to an iron pipe; thence running (3) South 50° 45' West 541.57 feet to an iron pipe, the beginning of a curve to the left having a radius of 100 feet; thence running (4) Along said curve 179.86 feet to an iron pipe; thence running (5) South 52° 18' East 1491.17 feet to an iron pipe, corner to lands conveyed in said Tract #1 (Excepted Parcel 1); thence running with the line of lands conveyed in said Tract #1 (Excepted Parcel 1) North 15° 5' East 1227.50 feet to an iron pipe; thence running (6) Still along the line of lands conveyed in said Tract #1 (Excepted Parcel 1) South 74° 55' East 800.00 feet to an iron pipe; thence running (7) Still along the line of lands conveyed in said Tract #1 (Excepted Parcel 1) North 15° 5' East 325.00 feet to the point of beginning, containing 35.200 acres.

In said two deeds from The Grasselli Chemical Company, an Ohio corporation, to Grasselli Dyestuff Corporation, there was excepted and reserved from the four tracts thereby conveyed and herein excepted the permanent right to use all the pres-



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DEEDS-1330

THE STATE OF OHIO)
CUYAHOGA COUNTY) SS:

I, John J. Busher, Clerk of the Court of Common Pleas, a Court of Record of Cuyahoga County, aforesaid, DO HEREBY CERTIFY THAT, M.J. Collins, before whom the annexed acknowledgment, oath, affidavit, was taken, was at the date thereof a NOTARY PUBLIC, in and for said County, duly authorized by the laws of Ohio to take the same, also to make acknowledgments, affidavits and proofs, of deeds or conveyances for land, tenements or hereditaments situated and lying in said State of Ohio, and further that I am well acquainted with his handwriting and believe his signature thereto is genuine, and that the annexed instrument is executed according to the laws of the State of Ohio. Commission expires Feb. 1, 1937.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at Cleveland, Ohio, this 31st day of October, A.D. 1936.
No. K. 2325.

John J. Busher (Seal)
Clerk.

Rec'd. Nov. 27, 1936
At 3:59 P.M. No. 18844
Recorded at request of The Grasselli Chemical Co.

Susan Nesbitt Russ, et al.
to
William Mason

THIS INDENTURE, made the 16th day of November, in the year of our Lord, one thousand nine hundred and thirty six, BETWEEN Susan Nesbitt Russ and Harold D. Russ, her husband, of the City of Elizabeth, in the County of Union and State of New Jersey, party of the first part; AND William Mason, single, of the City of Elizabeth, in the County of Union and State of New Jersey, party of the second part;

WITNESSETH, that the said party of the first part, for and in consideration of one dollar and other good and valuable consideration, lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, ALL that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Elizabeth, in the County of Union and State of New Jersey.

BEGINNING at a point in the easterly line of Monroe Avenue three hundred and thirty four (334) feet north from the northeast corner of Monroe Avenue and Mary Street, thence running northerly along said line of Monroe Avenue thirty four (34) feet, thence easterly at right angles to said line of Monroe Avenue one hundred and fifty (150) feet, thence southerly parallel with said line of Monroe Avenue thirty-four (34) feet, thence at right angles to last mentioned course one hundred and fifty (150) feet to the place of BEGINNING.

Being the same premises conveyed to said Susan Nesbitt Russ, wife of Harold D. Russ, by deed of Frances Nesbitt and Samuel J. Nesbitt, her husband, dated August 15, 1919, recorded in the Registrar's Office of Union County in Book 761 of deeds for said County, on page 371, etc. and August 8, 1919.

Being the same premises heretofore conveyed by the Grantors herein to the Grantee herein by Warranty deed dated June 1st, 1936, at which time the said William Mason, single, was not of full age. The said William Mason attained his majority on the 22nd day of October, 1936, and this deed is made, executed and delivered to confirm the conveyance heretofore made to the said William Mason, single.

TOGETHER with all and singular, the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining;

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

TO HAVE AND TO HOLD, all and singular the above described land

BARGAIN AND SALE DEED
(Covenants against Grantor)

THIS DEED, made this 24th day of August, 1972,
between GAF CORPORATION, a Delaware corporation, with an
office at 140 West 51st Street, New York, New York 10020,
hereinafter called "GRANTOR", and LINDEN CHLORINE PRODUCTS,
INC., a Delaware corporation, with an office at Foot of
South Wood Avenue (P.O. Box 484) Linden, New Jersey, 07036
hereinafter called "GRANTEE";

WITNESSETH, That the said GRANTOR, for and in consider-
ation of the sum of Five Hundred Thirty One Thousand (\$531,000)
Dollars to it in hand paid by the GRANTEE, at or before the ensealing
and delivery of these presents, the receipt whereof is hereby acknow-
ledged, doth grant and convey unto the said GRANTEE, and to its
successors and assigns forever, all those certain tracts or parcels
of land and premises situate in the City of Linden in the County of
Union, and State of New Jersey, described in Exhibit A attached
hereto and forming part hereof and which are hereinafter sometimes
referred to collectively as the "Premises."

TOGETHER and with all and singular the buildings,
improvements, ways, waters, profits, rights, privileges and
advantages with the appurtenances to the same belonging or in
any wise appertaining;

COUNTY OF UNION	
CONSIDERATION	<u>531,000.-</u>
REALTY TRANSFER FEE	<u>531.-</u>
DATE	<u>8-25-72</u> BY <u>NT</u>

BR 2954 PG 273

00
2995 PG. 302

ALSO all the estate, right, title, interest, property, claim and demand, whatsoever, of the GRANTOR of, in and to the same and of, in and to every part and parcel thereof which is hereby conveyed to the GRANTEE.

SUBJECT TO THE FOLLOWING:

1. Facts disclosed by survey by Grassmann, Kreh & Mixer, dated February 15, 1972, latest revision dated June 14, 1972.
2. Matters set forth in Exhibit B attached hereto and forming part hereof.
3. Rights or estate, if any, of the United States of America in and to that portion of the property lying waterward of the high water mark of Arthur Kill. Rights or estate, if any, of the State of New Jersey in lands and creeks lying below the original mean high water mark or to that portion of the property deemed to be meadowlands heretofore flowed by tide.

TO HAVE AND TO HOLD, all and singular, the abovementioned and described premises, together with the appurtenances, unto the said GRANTEE, its successors and assigns forever, subject as aforesaid.

AND the said GRANTOR covenants with the said GRANTEE, its successors and assigns that it has not made, done, committed,

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executed or suffered any act or acts, thing or things whatsoever,
whereby or by means whereof the above mentioned and described
premises, or any part or parcel thereof, now are, or at any time
hereafter shall or may be impeached, charged or encumbered, in
any manner or way whatsoever, except and subject as aforesaid.

IN WITNESS WHEREOF, the GRANTOR has hereunto
caused its corporate seal to be affixed and these presents to be
signed by its duly authorized officers the day and year first above
written.

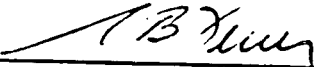
GAF CORPORATION

By

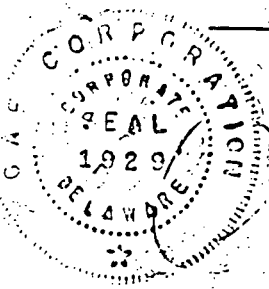


T.A. Dent
Vice President

ATTEST:



Secretary



BY 2954PC 275

6/14/72

EXHIBIT A

Description of Property to be Conveyed
to Linden Chlorine Products, Inc.
by GAF Corporation
City of Linden, Union County, New Jersey

BEGINNING at the terminus of the Second Course of the
Second Tract in a deed from Central Railroad Company of New Jersey
to General Aniline & Film Corporation dated January 19, 1967, and
recorded on January 20, 1967 in Deed Book 2794 on Page 745 in the
Union County Register's Office; Thence

(1) North $58^{\circ}-57'-30''$ East, seventeen feet (17.00) to a point;

Thence (2) North $31^{\circ}-02'-30''$ West, three hundred ten feet and fifty

eight one-hundredths of a foot (310.58) to a point;

Thence (3) North $28^{\circ}-58'-40''$ West, eighty seven feet and seven one-

hundredths of a foot (87.07) to a point of curve;

Thence (4) Curving to the right along a curve having a Radius of three

hundred forty feet and ninety one one-hundredths of a foot

(340.91) an arc distance of one hundred fifty three feet and

twenty five one-hundredths of a foot (153.25) to a point of

tangency;

Thence (5) North $3^{\circ}-13'-20''$ West, sixty nine feet and thirty two one-

hundredths of a foot (69.32) to a point;

BX 2954 PC 276

Thence (6) Curving to the right along a curve having a Radius of one thousand four hundred seven feet and sixty nine one-hundredths of a foot (1,407.69) an arc distance of one hundred ninety five feet and seventy one one-hundredths of a foot (195.71) to a point;

Thence (7) North $75^{\circ}-50'-28''$ East, two hundred nineteen feet and seventy four one-hundredths of a foot (219.74) to a point;

Thence (8) South $64^{\circ}-52'-17''$ East, nine hundred eighty three feet and twelve one-hundredths of a foot (983.12) to a point in the Pierhead and Bulkhead line of the Arthur Kill;

Thence (9) North $2^{\circ}-42'-17''$ West, along the said Pierhead and Bulkhead line of the Arthur Kill, eighty six feet and forty one-hundredths of a foot (86.40) to a point;

Thence (10) North $18^{\circ}-11'-43''$ East, continuing along the said Pierhead and Bulkhead line of the Arthur Kill, forty three feet and ninety two one-hundredths of a foot (43.92) to a point;

Thence (11) North $64^{\circ}-52'-17''$ West, six hundred five feet and twenty seven one-hundredths of a foot (605.27) to a point of curve;

Thence (12) Curving to the right along a curve having a Radius of two hundred fifty feet (250.00) an arc distance of one hundred ninety five feet and forty two one-hundredths of a foot (195.42) to a point of tangency;

BK 2954PC 277

Thence (13) North $20^{\circ}-05'$ West, five hundred seventy five feet

and one one-hundredth of a foot (575.01) to a point;

Thence (14) North $74^{\circ}-55'$ West, two hundred six feet and nineteen

one-hundredths of a foot (206.19) to a point;

Thence (15) North $15^{\circ}-05'$ East, one hundred sixty four feet and

forty one-hundredths of a foot (164.40) to a point;

Thence (16) North $74^{\circ}-52'$ West, three hundred seventy two feet and

ten one-hundredths of a foot (372.10) to a point;

Thence (17) North $15^{\circ}-17'$ East, forty four feet and fifty nine one-

hundredths of a foot (44.59) to a point;

Thence (18) North $74^{\circ}-55'$ West, twenty seven feet and eighty four

one-hundredths of a foot (27.84) to a point;

Thence (19) South $64^{\circ}-23'-30''$ West, one hundred thirty three

feet and twenty eight one-hundredths of a foot (133.28)

to a point;

Thence (20) South $15^{\circ}-46'$ West, one hundred three feet (103.00)

to a point;

Thence (21) North $87^{\circ}-03'-11''$ West, forty one feet and eighty nine

one-hundredths of a foot (41.89) to a point;

Thence (22) North $75^{\circ}-25'$ West, seventy five feet and fifty four

one-hundredths of a foot (75.54) to a point;

BY 2954PC 278

Thence (23) North $54^{\circ}-55'$ West, one hundred seventeen feet and
forty seven one-hundredths of a foot (117.47) to a point;
Thence (24) North $79^{\circ}-38'-10''$ West, two hundred thirty three feet
and eighty three one hundredths of a foot (233.83) to a point;
Thence (25) North $82^{\circ}-00'-12''$ West, ninety four feet and sixty seven
one-hundredths of a foot (94.67) to a point;
Thence (26) South $37^{\circ}-56'$ West, three hundred feet (300.00) to a
point in the Sixth Course of the First Tract in the recorded
deed mentioned hereinbefore;
Thence (27) South $52^{\circ}-18'$ East, along part of said Sixth Course in
the recorded deed mentioned hereinbefore, seven hundred
eighty two feet and forty two one-hundredths of a foot (782.42)
to a point;
Thence (28) South $46^{\circ}-03'-10''$ East, along the Seventh Course in the
recorded deed mentioned hereinbefore, five hundred twenty
two feet and seventy seven one-hundredths of a foot (522.77)
to a point;
Thence (29) South $31^{\circ}-07'-30''$ East, three hundred twenty feet and
sixty five one-hundredths of a foot (320.65) to a point;
Thence (30) South $58^{\circ}-52'-30''$ West, two feet and ninety six one-
hundredths of a foot (2.96) to a point;
Thence (31) South $31^{\circ}-02'-30''$ East, five hundred thirty feet (530.00)
to the point and place of BEGINNING.

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8/16/72

EXHIBIT B

Reservation by Central Railroad of New Jersey of the right of ingress and egress in common with GAF Corporation and others, over a 24 foot wide driveway, in Deed Book 2356, Page 634, in Union County. Union Carbide and Carbon Corporation (Linde Division) has been granted a right to use said driveway.

Grant of easement to Elizabethtown Water Company, in Deed Book 2739, Page 990, and in Deed Book 2917, Page 226, in Union County, New Jersey.

Grant of easement to Elizabethtown Consolidated Gas Company in Deed Book 2608, Page 138, and in Deed Book 2611, Page 213, in Union County, New Jersey.

Grant of right of way and easement to City of Linden, in Deed Book 533, Page 233, Deed Book 533, Page 589, Deed Book 588, Page 499, and relocated in Deed Book 2681, Page 225, Deed Book 2924, Page 209, and Deed Book 2946, Page 162, in Union County, New Jersey.

Sidetrack agreements and the operating agreement between The Central Railroad Company of New Jersey and General Aniline & Film Corporation, in Deed Book 2795, Page 925.

BK 2954 PG 280

The parties understand that sidetrack agreements and operating agreement or agreements are being prepared by The Railroad Company to cover railroad tracks on respective lands of parties.

Grant to Linden Roselle Sewerage Authority in Deed Book 1898, Page 168, in Union County, New Jersey.

Grants of rights of way to Elizabethtown Water Company for 12 inch water line along and east of former Sound Shore Railroad Company. (Not recorded.)

Grant to Union Carbide and Chemical Company of a right of way for a nitrogen pipeline, dated November 3, 1967, recorded January 2, 1968, in Deed Book 2821, Page 929.

Railroad License Agreement and Road Agreement in Deed Book 1847, Page 79, in Union County, New Jersey.

Rights granted to the Linden Roselle Sewerage Authority for a 24 inch force main and 30 inch storm sewer.

Agreements, dated January 17, 1956, April 6, 1970 and January 27, 1971, with Public Service Company of New Jersey relating to certain encroachments and for rights to install electric lines and to install road lighting on poles along the road and in the area of the substation.

BK2954PG 281

Lease agreement with Union Carbide & Carbon Corporation dated March 22, 1957 as amended and grant of easement rights to Union Carbide & Carbon Corporation for hydrogen, steam, brackish water, fresh water pipelines and sewer lines. (Not recorded.)

The rights, easements and rights of way granted pursuant to the Agreement of June 16, 1972 between the parties and to be executed at the Closing.

Easement Agreement with Central Railroad of New Jersey in Deed Book 2771, Page 858, in Union County.

Easement Agreement with Sinclair Refining Company in Deed Book 2802, Page 542, in Union County.

Assignment Agreement in Deed Book 2802, Page 839, in Union County.

Pipeline Easement in Deed Book 2821, Page 929, in Union County.

Grant to Elizabethtown Gas Company in Deed Book 2909, Page 697, in Union County.

BK2954PC 282

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 24th day of August,
Nineteen hundred and seventy-two before me the subscriber, a
Notary Public for said County and State, personally appeared
T. A. DENT, who being by me duly sworn on his oath, says that he
is a VICE PRESIDENT of GAF CORPORATION, the Grantor named
in the foregoing instrument; that he well knows the corporate seal
of said corporation; that the seal affixed to said instrument is the
corporate seal of said corporation; that the foregoing instrument was
signed and delivered by T. A. DENT who was at the date thereof a
VICE PRESIDENT of said corporation, in the presence of this deponent,
and said VICE PRESIDENT, at the same time acknowledged that he
signed, sealed and delivered the same as his voluntary act and deed,
and as the voluntary act and deed of said corporation, by virtue of
authority from its Board of Directors, and that deponent, at the same
time, subscribed his name to said instrument as an attesting witness
to the execution thereof, and that the full and actual consideration
paid or to be paid for the transfer of title to realty evidenced by the
within deed, as such consideration as defined in P. L. 1968, c. 49,
1 (c) is \$581,000.

SWORN AND SUBSCRIBED BEFORE ME
AT NEW YORK, NEW YORK THE DATE
AFORESAID.

Violet R. Roncace
Notary Public

VIOLET R. RONCACE
NOTARY PUBLIC, State of New York
No. 03-8632800
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

This instrument prepared by
Edward S. Menapace, 140 West 51 Street,
New York, New York 10020



END OF DOCUMENT

BK2954PG 283

General Aniline & Film Corporation :
(formerly General Aniline Works, Inc.) :
To :
General Aniline & Film Corporation, :
(formerly American I. G. Chemical Corp.) :

This Indenture, made this 31st day of October, 1939, by and between General Aniline & Film

Corporation, formerly known as General Aniline Works, Inc., and previously as, Grasselli Dyestuff Corporation, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 435 Hudson Street, Borough of Manhattan, City, County and State of New York, party of the first part, and General Aniline & Film Corporation, formerly known as American I.G. Chemical Corporation, a corporation organized and existing under the laws of the State of Delaware having, its principal place of business at 521 Fifth Avenue, Borough of Manhattan, City, County and State of New York, party of the second part;

Whereas, General Aniline Works, Inc., has by certificate of amendment of its certificate of incorporation, duly filed on October 30, 1939, in the office of the Secretary of State of the State of Delaware, changed its name to General Aniline & Film Corporation; and

Whereas American I. G. Chemical Corporation has by certificate of ownership, pursuant to Section 59 A of of the General Corporation Law of the State of Delaware, duly filed on October 31, 1939 in the office of the Secretary of State of the State of Delaware, merged into itself, said General Aniline & Film Corporation, relinquished its corporate name and assumed in place thereof the name of said merged corporation, namely, General Aniline & Film Corporation;

Now, Therefore, this Indenture Witnesseth;

That the party of the first part, in consideration of the merger of the party of the first part into the party of the second part, and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable considerations to it in hand well and truly paid by the said party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said party of the first part being therewith fully satisfied, contented and paid; has given, granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm, unto the party of the second part, its successors and assigns, forever;

All those certain tracts or parcels of land with the buildings and improvements thereon erected, situate, lying and being in the Township of Linden, in the County of Union, State of New Jersey, bounded and described as follows:

Tract 1: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width), and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands now or formerly of The Grasselli Chemical Company and lands now or formerly of the Central Railroad of New Jersey, thence running; 1. along said Westerly right of way line of the Sound Shore Railroad, on a curve curving toward the northeast, with a radius of 1457.69 feet a distance of 309.50 feet to a point, thence running 2. N. 52° 18' W. 57.20 feet to a point, thence running 3. parallel with the straight tangent of the Sound Shore Railroad, and 50 feet distant westerly at right angles from the Westerly right of way line thereof, N. 15° 05' E. 1908.50 feet to a point; thence running 4. along line of other lands now or formerly of The Grasselli Chemical Company, N. 9° 55' W. 240.00 feet to a point; thence running 5. still along line of lands now or formerly of The Grasselli Chemical Company N. 35° 00' W. 128.53 feet to a point, distant at right angles 250.00 feet from the westerly right of way line of the Sound Shore Railroad, (as laid out 50 feet in width), thence running 6. still along line of lands now or formerly of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad N. 74° 55' W. 575.00 feet to a point; thence running 7. still along line of lands now or formerly of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 325 feet to a point; thence running 8. still along line of lands now or formerly of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad, N. 74° 55' W. 300.00 feet to a point, thence running 9. still along line of lands now or formerly of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 1227.50 feet to a point distant northerly at right angles 146.00 feet from the northerly line of lands now or formerly of the Central Railroad of New Jersey, thence running 10. still along line of lands now or formerly of The Grasselli Chemical Company, and parallel with the northerly line of lands now or formerly of the Central Railroad Company of New Jersey and distant northerly at right angles 146.00 feet therefrom, S. 52° 18' E 1456.95 feet to a point or curve, thence running 11. still along line of lands now or formerly of The Grasselli Chemical Company on a curve curving toward the south with a radius of 350.00 feet, a distance of 244.65 feet to a point of tangency,

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thence running 12. still along line of lands now or formerly of The Grasselli Chemical Company, S. 12° 15' E. 290.20 feet to a point in the center line of the Linden Township Trunk Sewer, thence running 13. along line of lands now or formerly of the Central Railroad Company of New Jersey, and along the center line of the said Linden Township Trunk Sewer, S. 68° 45' E. 25.00 feet to the place of Beginning. Containing 62.127 Acres.

Tract 2: Beginning at the point of intersection of the easterly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands now or formerly of The Grasselli Chemical Company and lands now or formerly of the Sinclair Oil Company, thence running 1. Along line of lands now or formerly of the Sinclair Oil Company, and along the center line of the Linden Township Trunk Sewer, S. 68° 45' E. 203.70 feet to a point; thence running 2. still along line of lands now or formerly of the Sinclair Oil Company and parallel with the Linden Township Trunk Sewer and distant southerly (3) three feet from the center line thereof, S. 64° 37' E. 1023.63 feet to a point in the U.S. Government Pierhead and Bulkhead Line, thence running 3. along said U.S. Government Pierhead and Bulkhead line, N. 2° 27' W. 86.40 feet to an angle point in same, thence running 4. still along the U.S. Government Pierhead and Bulkhead Line, N. 18° 27' E. 23.76 feet to a point; thence running 5. along line of lands now or formerly of The Grasselli Chemical Company and parallel with the second course of this description, N. 64° 37' W. 984.02 feet to a point; thence running 6. still along line of lands now or formerly of The Grasselli Chemical Company and parallel with the first course of this description, N. 68° 45' W. 244.20 feet to a point in the aforesaid easterly right of way line of the Sound Shore Railroad, thence running 7. Along said easterly right of way line of the Sound Shore Railroad, on a curve curving toward the southeast with a radius of 1407.69 feet a distance of 106.30 feet to the place of Beginning. Containing 2.811 Acres.

Excepting and Reserving therefrom the right and easement reserved to The Grasselli Chemical Company by instrument dated October 20, 1928 and recorded on March 7, 1929 in the office of the Register of the County of Union, New Jersey in Book 1165 of Deeds on pages 582 etc., but only to the extent that the same may be in force and effect and may affect the premises above described.

The foregoing parcels numbered 1 and 2 are the same premises that were conveyed by The Grasselli Chemical Company to Grasselli Dyestuff Corporation by deed dated October 20, 1928 and recorded in the office of the Register of the County of Union, New Jersey, on March 7, 1929 in Book 1165 of Deeds on pages 582, etc., said Grasselli Dyestuff Corporation being later known as General Aniline Works, Inc.,

Tract 3: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 ft. in width), and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands now or formerly of The Grasselli Chemical Company and land now or formerly of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69', a distance of 309.50 feet to an iron pipe, the real place of beginning, thence running 1. along the line of lands conveyed to the Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, and described in said deed as Tract # 1 North 52° 18' West 57.20' to an iron pipe, thence running 2. still along the line of said tract #1 North 15° 5' East 1908.50' to an iron pipe, thence running 3. South 74° 55' East 50' to an iron pipe in the westerly right of way line of the Sound Shore Railroad, thence running 4. along the westerly right of way line of the Sound Shore Railroad South 15° 5' West 1840.54' to an iron pipe, the beginning of a curve to the southwest, thence running 5. still along the westerly right of way line of the Sound Shore Railroad upon a curve to the Southwest having a radius of 1457.69', 90' to the point of Beginning, Containing 2.204 Acres, more or less.

Tract 4: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 ft. in width), and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company and lands now or formerly of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69', a distance of 309.50 feet to an iron pipe, thence still along the westerly right of way line of the Sound Shore Railroad and still upon said curve 90 feet to a point; thence North 15° 5' East, 1840.54' to an iron pipe in said right of way line; thence leaving said right of way line North 74° 55' West 50 feet to an iron pipe; thence North 15° 5' East 300' to a point; thence North 74° 55' West 775' to a point in the line of lands conveyed to the Grasselli Dyestuff Corporation, by The Grasselli Chemical Company by deed dated October 20, 1928, and described in said deed as Tract # 1 the real place of Beginning, thence running 1. North 74° 55' West 257.40' to an iron pipe; thence running 2. North 88° 11' 30" West 1691.40' to an iron pipe, thence running 3. South 50° 45' West 541.57' to an iron pipe, the beginning of a curve to the left having a radius of 100', thence running 4. along said curve 179.86' to an iron pipe, thence running 5.

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South 52° 18' East 1491.17' to an iron pipe, corner to lands conveyed in said Tract #1, thence running with the line of lands conveyed in said Tract #1 North 15° 5' East 1227.50' to an iron pipe; thence running 6. still along the line of lands conveyed in said tract #1, South 74° 55' East 800.00' to an iron pipe, thence running 7. still along the line of lands conveyed in said tract #1 North 15° 5' East 325.00' to the point of Beginning, Containing 35.200 Acres.

Excepting and reserving therefrom the right and easement reserved to The Grasselli Chemical Company by instrument dated October 20, 1928 and recorded on March 7, 1929 in the office of the Register of the County of Union, New Jersey, in Book 1165 of Deeds on pages 576 etc. but only to the extent that the same may be in force and effect and may affect the premises above described.

The foregoing parcels numbered 3 and 4 are the same premises that were conveyed by The Grasselli Chemical Company to Grasselli Dyestuff Corporation by deed dated October 20, 1928 and recorded in the office of the Register of the County of Union, New Jersey on March 7, 1929 in Book 1165 of Deeds on pages 576 etc., said Grasselli Dyestuff Corporation being later known as General Aniline Works, Inc.,

Subject as to said parcels, 1, 2, 3, and 4 to covenants agreements and restrictions in former instruments of record, if any, a portion of said premises being also subject to a certain lease to Plaskon Co., Inc.,

Also, all that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Summit, County of Union and State of New Jersey, bounded and described as follows:

Beginning in the Westerly line of Lenox Avenue, at a point therein distant Northerly one thousand four hundred fifty (1450) feet from the intersection of said Westerly line of Lenox Avenue with the Northerly line of Springfield Avenue, said beginning point being also the point of intersection of the dividing line between the lot hereby conveyed and the land now or late of Irving H. Taylor; thence (1) North sixty (60) degrees thirty-eight (38) minutes West one hundred eighty-two feet and eighty-four hundredths of a foot (182.84) to a monument; thence 2. North twenty-seven (27) degrees twenty-six (26) minutes East one hundred (100) feet to a point; thence (3) South seventy-seven (77) degrees thirty-one (31) minutes East one hundred forty-four feet and twenty hundredths of a foot (144.20) to said Westerly line of Lenox Avenue; thence (4) along the Westerly line of Lenox Avenue South ten (10) degrees forty-one (41) minutes West one hundred fifty (150) feet to point or place of beginning.

Subject to covenants and restrictions contained in five deeds recorded in the office of the Register of the County of Union in Deed Book 407 at page 156, Deed Book 400 at page 216, Deed Book 576 at page 400, Deed Book 991 at page 1 and Deed Book 991 at page 3, but only to the extent that the same may be in force and effect and may affect the above described premises.

Subject Also to a certain mortgage dated April 25, 1925 and recorded on April 29, 1925 in said Register's office in Book 710 of Mortgages at page 237 thereof, now held by the Trustees of the Theological Seminary of the Presbyterian Church at Princeton, State of New Jersey.

Subject Also to a certain lease of said premises to Edward A. Sroll.

Being the same premises described in and conveyed by a certain deed dated December 30, 1933 made by Carl Pretzell and Elizabeth Pretzell, his wife to General Aniline Works, Inc., and recorded in said Register's office on December 30, 1933 in Book 1280 of Deeds on pages 319, etc.

Together with all and singular the tenements, hereditaments, and appurtenances to the same belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

Also all the estate, right, title, interest, property, possession, claim and demand whatsoever of the party of the first part, of, in and to the same and of, in and to every part and parcel thereof with the appurtenances;

Also, all the right, title and interest of the party of the first part in and to the land lying in the bed of any streets or avenues adjoining the above described premises.

To have and to hold all and singular the above described lands and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever, subject as aforesaid.

And the said party of the first part, for itself, its successors and assigns, does covenant and grant to and with the party of the second part, its successors and assigns, that it, the said party of the first part, is the true, lawful and right owner of all and singular the above described lands and premises and of every part and parcel thereof, with the appurtenances thereunto belonging, and that the said lands and premises, or any part thereof, at the time of the sealing and delivery of these presents are not encumbered by any mortgage, judgment or limitation or by

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any encumbrance whatsoever, by which the title of the said party of the se
hereby made or intended to be made for the above described lands and premi
may be changed, charged, altered or defeated in any way whatsoever, except

And Also, that the said party of the fir
has good right, full power and lawful authority, to grant, bargain, sell and
said lands and premises, in manner aforesaid.

And Also, that the said party of the fir
warrant, secure and forever defend the said lands and premises unto the sai
second part, its successors and assigns forever, against the lawful claims
of all and every person and persons freely and clearly freed and discharge
all manner of encumbrances whatsoever, except as aforesaid.

In Witness Whereof, the party of the fir
General Aniline & Film Corporation, has caused this indenture to be signed
President and its corporate seal to be hereunto affixed and attested by it
on the day and year first above wirtten.

Attest:

H. Aickelin,
Secretary.

General Aniline & Film Corpora
By, R. Hutz,
President.

(Seal)(General Aniline & Film Corpora
Incorporated State of Delaware, 19

State of New York :
County of New York :SS:

Be it remembered, that on this 31st day of Octobe
of our Lord, One Thousand Nine Hundred thirty-nine, before me the subscri
Public of the State of New York, personally appeared H. Aickelin, who bea
sworn according to law, on his oath, doth depose and say; That he is the
General Aniline & Film Corporation, a corporation of the State of Delaware
first part in the foregoing indenture named and that he well knows the co
of said corporation; that the seal affixed to said indenture is the corpo
said corporation; that said seal was so affixed and said indenture signed
in pursuance of a resolution of the board of directors of said corporation
unanimous consent of all of the stockholders thereof and by R. Hutz, who
of the execution of said indenture the President of said corporation, and
the said R. Hutz, as such President affix said seal thereunto and sign an
indenture and heard him declare that he signed, sealed and delivered the
voluntary act and deed of said corporation pursuant to said resolution of
directors and with the unanimous consent of all of its stockholders, and
ent signed his name thereto at the same time as subscribing witness.
Subscribed and sworn to before me, a Notary H. Aickelin
Public of the State of New York, at the City,
County and State of New York the day and year
first above written.

Charles R. Maxwell, Jr. (Seal)
Notary Public, New York County,
N.Y.Co. Clk's No. 303, Reg. No. 1-M-322
Commission Expires March 30, 1941.

State of New York :
County of New York :SS: No. 10962

I, Archibald R. Watson, Clerk of the County of
also Clerk of the Supreme Court for the said County, the same being a Cou
having a seal, Do hereby certify, that Charles R. Maxwell, Jr., whose nam
to the deposition or certificate of the proof or acknowledgment of the an
and thereon written, was, at the time of taking such deposition, or proof
ment, a Notary Public in and for such County, duly commissioned and sworn
by the laws of said State to take depositions and to administer oaths to
Court of said State and for general purposes; and also to take acknowledg
of deeds, of conveyances for land, tenements or hereditaments in said Sta
And further, that I am well acquainted with the handwriting of such Notar
verily believe that the signature to said deposition or certificate of pr
ment is genuine.

In Testimony Whereof, I have hereunto set my
the seal of the said Court and County, the 31 day of Oct, 1939.

Archibald R. Watson,

Rec'd. Nov. 1, 1939

At 11:09 A.M. No. 7597

Recorded at the request of F.W. Hubby.

IN WITNESS WHEREOF the said party of the first part hath caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its vice president the day and year first above written.

Attest: E. R. Bailey
Secretary

The Grasselli Chemical Company
by A. C. Bailey
Vice President

Signed, Sealed and Delivered
in the presence of

M. J. Collins
M. I. Miller

(SEAL) (The Grasselli Chemical Company, Corporate Seal,
Incorporated 1865, Ohio)

State of Ohio :
County of Cuyahoga :SS.

BE IT REMEMBERED, that on this 30th day of November nineteen hundred and twenty-eight, before me the subscriber, a Notary Public in and for said county personally appeared E. R. Bailey and made proof to my satisfaction that he is the Secretary of The Grasselli Chemical Company, the grantor named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by A. C. Bailey who was at the date thereof the Vice President of said corporation, in the presence of this deponent and said vice president, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

E. R. Bailey

Sworn to and subscribed before me at Cleveland Ohio, the date
aforesaid.

M. J. Collins (SEAL)
Notary Public (Ohio)

The State of Ohio :
Cuyahoga County :SS.

M. J. Collins
Notary Public

I, George Wallace, Clerk of the Court of Common Pleas, a Court of Record of Cuyahoga County, aforesaid do hereby certify that M. J. Collins was and now is a duly appointed commissioned and qualified Notary Public in and for said County, for the full term of three years; that his commission is dated Feb. 2, A. D. 1928 and expires Feb. 1 1931 as appears of record and is duly authorized by the laws of Ohio, to take acknowledgments of deeds to be recorded in this State, and to administer oaths for general purposes, and that his signature above written is genuine.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of said Court at Cleveland, this 30th day of November A. D. 1928.

George Wallace (SEAL)
Clerk

by J. A. Baker
Deputy Clerk

D No. 7385

Rec'd. Dec. 14, 1928

at 3.31 P.M. #1206

recorded at the request of H. G. High

Simon P. Blum et ux :
to :
Ernest Blum :

THIS INDENTURE, made the seventh day of December in the year of our Lord One thousand nine hundred and twenty-eight.

BETWEEN Simon P. Blum and Mary Blum, his wife of the Town of Irvington in the County of Essex and State of New Jersey party of the first part.

AND Ernest Blum of the Town of Irvington in the County of Essex and State of New Jersey party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of one dollar and other valuable consideration lawful money of the United States of America, to them in hand well and truly paid by the said party of the second

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IN WITNESS WHEREOF the said party of the first part have
hereunto set their hands and seals the day and year first above written.
Signed, Sealed and Delivered Paul Asmonda (L. S.)
in the presence of Anna Asmonda (L. S.)
Mary T. McCartney

State of New Jersey :
County of Union : SS.

BE IT REMEMBERED, that on this thirteenth day of December in
the year of our Lord One thousand nine hundred and twenty-eight, before me the subscriber
a Notary Public of New Jersey, personally appeared Paul Asmonda and Anna Asmonda, his wife,
who, I am satisfied are the grantors mentioned in the within Instrument, to whom I first
made known the contents thereof, and thereupon they acknowledged that they signed,
sealed and delivered the same as their voluntary act and deed, for the uses and pur-
poses therein expressed.

AND the said Anna Asmonda being by me privately examined
separate and apart from her said husband further acknowledged that she signed, sealed
and delivered the same as her voluntary act and deed, freely without any fear, threats
or compulsion of her said husband.

Mary T. McCartney
Notary Public of New Jersey

Rec'd. Dec. 14, 1928
at 3.25 P.M. #1205
recorded at the request of Clarence C. Ward

The Grasselli Chemical Company :
to :
E. I. duPont de Nemours and Company :

THIS INDENTURE, made the 30th day of Novem-
ber in the year one thousand nine hundred
and twenty-eight, between The Grasselli

Chemical Company, a corporation of the State of Ohio, having its principal office in
the City of Cleveland, in the County of Cuyahoga and State of Ohio, and duly licensed
to do business in the State of New Jersey, of the first part, and E. I. duPont de Nemours
and Company, a Delaware corporation, having its principal office in the City of Wilmington
in the County of New Castle and State of Delaware, and duly licensed to do business in
the State of New Jersey of the second part:

WITNESSETH:

That the said party of the first part, for and in consideration
of the sum of ten dollars, lawful money of the United States of America, to it in hand
well and truly paid by the said party of the second part, at or before the sealing and
delivery of these presents, the receipt whereof is hereby acknowledged, and the said
party of the first part, therewith fully satisfied, contented and paid, has given,
granted, bargained, sold, aliened, remised, released, enforced, conveyed and confirmed, and
by these presents does give, grant, bargain, sell, convey and confirm to the said party of
the second part, and to its successors and assigns forever, all those tracts or parcels
of land and premises hereinafter particularly described, situate, lying and being in
the City of Linden in the County of Union and State of New Jersey, to wit:

Tract No. 1: Beginning at a point between the intersection of
the southeasterly line of 24th Street with the southwesterly line of Wood Avenue and
thence running along the southwesterly line of Wood Avenue, south thirty-six (36) degrees
thirty-six (36) minutes East, thirteen hundred and forty-two and eighty-four hundredths
(1342.84) feet, more or less to the line of lands now or formerly in the possession of
Board of Education of Linden Township; thence running along the line of said lands south
fifty-three (53) degrees twenty-four (24) minutes West six hundred and seventy-one and
twenty-one hundredths (671.21) feet, more or less to the northerly line of the Tremley
Point Road; thence running along the northerly line of the Tremley Point Road, North

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the 30th day of Novem-
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City, New York, in
the presence of the
Principal Office in
and duly licensed
E. I. duPont de Nemours
the City of Wilmington,
to do business in

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seventy-two (72) degrees and thirty-nine (39) minutes West seven hundred and four and
thirty-three hundredths (704.33) feet more or less to the intersection of the northern
line of the Tremley Point Road with the easterly line of the Old Rahway Road; thence
running along the easterly line of the Old Rahway Road north no (0) degrees and
twenty-one (21) minutes West nine hundred fifty-seven and fifteen hundredths (957.15)
feet to the intersection of the easterly line of Old Rahway Road with the southeasterly
line of 24th Street, thence running along the southeasterly line of 24th Street North
fifty-three (53) degrees and twenty-four (24) minutes East five hundred twenty and
fifteen hundredths (520.15) feet to the place of Beginning; containing twenty-five and
seven hundred and eighty-three thousandths (25.783) acres more or less; being part of
the premises conveyed to the said The Grasselli Chemical Company by deed of the East
Linden Development Company, bearing date October 9, 1918 and recorded in the Union
County Register's Office, Elizabeth, New Jersey in Book 736 of Deeds for said County
on page 108.

Tract No. 2 (Grasselli Park)

Beginning at a point in the southerly line of Tremley Point Road, at a
corner of lands now or formerly of the John Fedor Realty Company, and thence running
(1) along the line of lands of the said John Fedor Realty Company, and along line of
lands now or formerly of the East Linden Development Company south thirty (30) degrees
fifty-two (52) minutes West 1291.90 feet to the center line of Marsh's Creek; thence
running (2) along and up the center line of said Marsh's Creek, it being also the
division line between lands herein described and lands now or formerly of the Estate
of Sanford Roll in a general northwesterly direction 785 feet more or less to an
old line of fence; thence running (3) along an old line of fence and along line of
lands now or formerly of the Estate of Sanford Roll, south 16 degrees, thirty-three
(33) minutes West 6.07 feet, to a line of fence; thence running (4) still along the
line of lands now or formerly of the State of Sanford Roll, North forty-seven (47)
degrees, twenty (20) minutes West 528.70 feet to the easterly line of the Lower Road
to Rahway; thence running (5) along the easterly line of the Lower Road to Rahway,
North ten (10) degrees fifty-five (55) minutes East 351.45 feet to a point; thence
running (6) still along the easterly line of the Lower Road to Rahway, North seven
(7) degrees twenty-eight (28) minutes East 425.97 feet to the southerly line of the
Tremley Point Road; thence running (7) along the southerly line of Tremley Point Road
south seventy two (72) degrees thirty-five (35) minutes East 738.36 feet to a point;
thence running (8) still along the southerly line of the Tremley Point Road, south
seventy-one degrees 24 minutes East 249.46 feet to a point; thence running (9) still
along the southerly line of the Tremley Point Road south seventy (70) degrees twenty-
five (25) minutes East 291.02 feet to a point; thence running (10) still along the
southerly line of the Tremley Point Road, south sixty-four (64) degrees twenty four
(24) minutes east 80.20 feet to the place of Beginning, containing 26.790 acres of land.

Excepting therefrom, however the following described parcels:

Exception No. 1:

Beginning at a point in the easterly line of the Lower Road to Rahway
distant southerly along the same 379.32 feet from the intersection of the easterly
line of the Lower Road to Rahway with the southerly line of the Tremley Point Road,
and from said beginning point, thence running (1) along the easterly line of the Low
Road to Rahway south seven (7) degrees twenty-eight (28) minutes West 46.65 feet to a
point; thence running (2) still along the easterly line of the Lower Road to Rahway,
south ten (10) degrees fifty-five (55) minutes West 53.35 feet to a point, which
point is distant northerly along the easterly line of the said Lower Road to Rahway 268.
feet from the northerly corner of lands now or formerly of the Estate of Sanford Roll.
thence running (3) south eighty (80) degrees forty-seven (47) minutes East 108.21 feet
to a point, thence running (4) North seven degrees twenty-eight (28) minutes East
100.00 feet to a point; thence running (5) North eighty (80) degrees forty-seven (47)
minutes West 100.00 feet to the place of Beginning, containing 0.331 acres of land, and

Exception No. 2: Beginning at a point in the southerly line of the

Tremley Point Road, distant easterly along the same 710.81 feet from the intersection
of the southerly line of the Tremley Point Road with the easterly line of the Lower
Road to Rahway, and from said beginning point, thence running (1) along the southerly
line of the Tremley Point Road south seventy-two (72) degrees thirty-five minutes
East (27.55) feet to a point; thence running (2) still along the southerly line of
the Tremley Point Road, south seventy-one degrees twenty-four (24) minutes East 249.
feet to a point; thence running (3) still along the southerly line of the said Trem-
ley Point Road south 70 degrees twenty five (25) minutes east 3.00 feet to a point, which
point is distant westerly along the southerly line of the Tremley Point Road 368.22

feet from the corner of lands now or formerly of the John Fedor Realty Company; thence running (4) south eighteen (18) degrees thirty-six (36) minutes west 189.95 feet to a point; thence running (5) North seventy-one (71) degrees twenty-four (24) minutes West 280.00 feet to a point; thence running (6) North eighteen (18) degrees, thirty-six (36) minutes East 189.43 feet to the place of Beginning, containing 1.220 acres of land, and

Exception No. 3: (Land for Streets and Avenues)

All those certain parcels of land conveyed by The Grasselli Chemical Company to the Township (now City) of Linden, comprising 4.932 acres more or less, by deed dated September 30, 1918 and recorded in the Register's Office of Union County, New Jersey in Book 740 of Deeds, for said County, on page 233 to which deed reference is hereby made for a more complete description.

Exception No. 4: (Grasselli Park Lots Sold)

All those certain lots or parcels of land known as Lots #3 and #8 in Block #1; Lots #22 and #25 in Block #2; Lots #9 and #10 in Block #5; Lots #2 and #18 in Block #6; and Lots #10 in Block #7, all in Grasselli Park, a subdivision of the City of Linden, as shown on Map #2611-7, as recorded in the County Recorder's Office of Union County under #67-D, on the seventh day of May 1924, and containing 0.70 acres, but not including in this exception, but hereby granting and conveying to the Grantee herein the rights reserved in the various deeds by which said lots were conveyed by the Grantor herein.

The whole tract herein described as Tract No. 2, exclusive of the four exceptions herein described, containing 19.707 acres, more or less and being part of the premises conveyed by William H. Roll and Cassie Roll to The Grasselli Chemical Company by that certain deed dated July 31, 1918, recorded in the Register's Office in the County of Union, New Jersey in Book 732 of Deeds, pages 133 etc. X

Tract No. 3: (Tenements)

Beginning at a point on the southeasterly line of Wood Avenue, as same is now located on the division line between the lands of the Grantor hereby to be conveyed and lands now or formerly of the Tremley Point Corporation, and extending thence south 34° 38' West 361.36 feet more or less to a point, corner to lands of The Holland Company; thence along the Northerly line of lands of The Holland Company North 59° 44' West 289 feet to the easterly right of way of the New Jersey Short Line Railroad; thence in a Northerly direction along said railroad right of way upon a curve to the right, having a radius of 5664 feet, 32.10 feet to the point of tangent; thence in a Northerly direction still along said right of way 192.0 feet to a point; thence North 34° 32' East 238.90 feet to the southeasterly line of Wood Avenue; thence easterly along said southeasterly line to a bend in same; thence still along said southeasterly line south 39° 30' East 172.55 feet to the point of beginning, containing 2.92 acres, more or less, being a part of the same tract or parcel conveyed to The Standard Chemical Company by William S. Roll by deed dated November 23, 1881 and conveyed by The Standard Chemical Company to The Grasselli Chemical Company by deed dated February 11, 1906 and recorded in the Union County Registry of Deeds in Book 446, page 147.

Tract No. 4:

Beginning at a point situated in the southwesterly side line of the Old Tremley Point Road, now known as Wood Avenue, as the northerly corner of lands herein conveyed as Tract No. 3, and from said beginning point thence running (1) south thirty-four (34) degrees four (4) minutes west two hundred and thirty-eight and nine tenths feet (238.9') to a point; said point being distant southeasterly fifty feet (50') from the located center line of the present or former New Jersey Short Line Railroad; thence running (2) parallel with and distant therefrom fifty (50) feet southeasterly from said located center line North twenty-eight (28) degrees fifty (50) minutes East two hundred and forty-four and six tenths (244.6) feet to a point in the side line of the old Tremley Point Road; thence running (3) along the Old Tremley Point Road south forty-three (43) degrees fifty-nine (59) minutes East twenty-two and sixty-five one-hundredths (22.65) feet to the place of beginning, containing sixty-three one-thousandths (.062) acres.

The said tract is in accordance with a survey made by J. L. Bauer, C. E., Elizabethtown, N.J. August 14, 1916, being part of the same premises conveyed to The Grasselli Chemical Company by John Fedor Realty Co. Inc., by that certain deed dated July 1, 1918, recorded in the Register's Office of Union County, New Jersey in Book 732 of Deeds, pages 135, etc.

Tract No. 5: (Plant Property)

All those certain parcels of land situate, lying and being in the City of Linden, County of Union, and State of New Jersey, which are bounded on the North by lands now or formerly of The Standard Oil Company and the Security Land and

Improvement Company south by lands now Railroad of New Jersey port Railroad and the Central Rail

Except by The Grasselli Chemical Company two deeds each dated

Except right of way line of the center line of division line between Railroad of New Jersey

(1) on a curve curving 309.50 feet to a point

(2) 50 feet distant west N. 15° 05' E. 1903.5

(4) W. 240.00 feet to a

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(12) S. 12° 15' E. 290.20

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(14) line of the Linden running

(15) with the Linden Tr center line thereof Pierhead and Bull

(3) Along said U. S. Government Pierhead and Bulkhead line, N.2° 27' W. 86.40 feet to an angle point in same; thence running

(4) Still along the U. S. Government Pierhead and Bulkhead Line N.18° 27' E.2376 feet to a point; thence running

(5) Along line of lands of The Grasselli Chemical Company and parallel with the second course of this description, N.64° 37' W. 984.02 feet to a point; thence running

(6) Still along line of lands of The Grasselli Chemical Company and parallel with the first course of this description N.68° 45' W.244.20 feet to a point in the aforesaid easterly right of way line of the Sound Shore Railroad; thence running

(7) Along said easterly right of way line of the Sound Shore Railroad on a curve curving toward the southeast with a radius of 1407.69 feet, a distant of 106.30 feet to the place of beginning, containing 2.811 acres.

Excepting Parcel 3: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company and land of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69 feet, a distance of 309.50 feet to an iron pipe the real place of beginning, thence running

(1) Along the line of lands conveyed to the Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, and described in said deed as Tract #1 (and herein as Excepted Parcel 1) North 52° 18' West 57.20 feet to an iron pipe; thence running

(2) Still along the line of said Tract #1 (excepted Parcel 1) North 15° 5' East 1908.50 feet to an iron pipe; thence running

(3) South 74° 55' East 50 feet to an iron pipe in the westerly right of way line of the south Shore Railroad, thence running

(4) Along the westerly right of way line of the Sound Shore Railroad south 15° 5' West 1840.54 feet to an iron pipe, the beginning of a curve to the southwest, thence running

(5) Still along the westerly right of way line of the Sound Shore Railroad upon a curve to the southwest having a radius of 1457.69 feet 90 feet to the point of beginning, containing 2.204 acres, more or less.

Excepted Parcel 4: Beginning at the point of intersection of the westerly right of way line of the South Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company and lands of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69 feet, a distance of 309.50 feet to an iron pipe; thence still along the westerly right of way line of the Sound Shore Railroad and still upon said curve 90 feet to a point; thence North 15° 5' East 1840.54 feet to an iron pipe in said right of way line; thence leaving said right of way line North 74° 55' West 50 feet to an iron pipe; thence North 15° 5' East 300 feet to a point thence North 74° 55' West 775 feet to a point in the line of lands conveyed to the Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928 and described in said deed as Tract #1 (Excepted Parcel 1) the real place of beginning, thence running

(1) North 74° 55' West 257.40 feet to an iron pipe; thence running

(2) North 38° 11' 30" West 1691.40 feet to an iron pipe; thence running

(3) South 50° 45' West 41.57 feet to an iron pipe the beginning of a curve to the left having a radius of 100 feet, thence running

(4) Along said curve 179.36 feet to an iron pipe; thence running

(5) South 32° 13' East 1491.17 feet to an iron pipe, corner to lands conveyed in said Tract #1 (excepted Parcel 1) thence running with the line of lands conveyed in said Tract #1 (Excepted Parcel 1) North 15° 5' East 1227.50 feet to an iron pipe; thence running

(6) Still along the line of lands conveyed in said Tract #1 (Excepted Parcel 1) south 74° 55' East 300.00 feet to an iron pipe; thence running

(7) Still along the line of lands conveyed in said Tract #1 (Excepted Parcel 1) North 15° 5' East 325.00 feet to the point of beginning, containing 35.200 acres.

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Improvement Company and by Morse's Creek; on the East by Staten Island Sound, on the
south by lands now or formerly of the Tremley Point Corporation, and the Central
Railroad of New Jersey; on the West by the right of way of the Perth Amboy and Elizabeth
port Railroad and lands now or formerly of the Security Land & Improvement Company
and the Central Railroad of New Jersey:

Excepting, however, those certain parcels of land which were conveyed
by The Grasselli Chemical Company to the Grasselli Dyestuff Corporation by those cer-
tain deeds each dated October 20, 1928 and described therein as follows:

Excepted Parcel 1: Beginning at the point of intersection of the wester-
ly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and
the center line of the present Linden Township Trunk Sewer. Said point being the
division line between lands of The Grasselli Chemical Company and lands of the Central
Railroad of New Jersey, thence running

(1) Along said westerly right of way line of the Sound Shore Railroad
on a curve curving toward the northeast, with a radius of 1457.69 feet a distance of
309.50 feet to a point; thence running

(2) N. 52° 19' W. 57.20 feet to a point; thence running

(3) parallel with the straight tangent of the Sound Shore Railroad, and
50 feet distant westerly at right angles from the westerly right of way line thereof
N. 15° 05' E. 1908.50 feet to a point; thence running

(4) Along line of other lands of The Grasselli Chemical Company, N. 9° 55'
W. 240.00 feet to a point; thence running

(5) Still along line of lands of The Grasselli Chemical Company N. 35°
00' W. 128.53 feet to a point, distant at right angles 230.00 feet from the westerly
right of way line of the Sound Shore Railroad (as laid out 50 feet in width); thence
running

(6) Still along line of lands of The Grasselli Chemical Company, and
at right angles with the Sound Shore Railroad N. 74° 55' W. 575.00 feet to a point;
thence running

(7) Still along line of lands of The Grasselli Chemical Company, and
parallel with the Sound Shore Railroad, S. 15° 05' W. 325 feet to a point; thence run-
ning

(8) Still along line of lands of The Grasselli Chemical Company and
at right angles with the Sound Shore Railroad, N. 74° 55' W. 300.00 feet to a point;
thence running

(9) Still along line of lands of The Grasselli Chemical Company, and
parallel with the Sound Shore Railroad S. 15° 05' W. 1227.50 feet to a point distant
northerly at right angles 146.00 feet from the northerly line of lands of the Central
Railroad of New Jersey; thence running

(10) Still along line of lands of The Grasselli Chemical Company and
parallel with the northerly line of lands of the Central Railroad Company of New Jersey
and distant northerly at right angles 146.00 feet therefrom S. 52° 18' E. 1456.95 feet
to a point of curve; thence running

(11) Still along line of lands of The Grasselli Chemical Company on a
curve curving toward the south with a radius of 350.00 feet, a distance of 244.55 feet
to a point of tangency; thence running

(12) Still along line of lands of The Grasselli Chemical Company,
S. 12° 15' E. 390.20 feet to a point in the center line of the Linden Township Trunk
Sewer, thence running

(13) Along line of lands of the Central Railroad Company of New Jersey
and along the center line of the said Linden Township Trunk Sewer S. 68° 45' E. 235.00
feet to the place of beginning, containing 62.127 acres.

Excepting Parcel 2: Beginning at the point of intersection of the
easterly right of way line of the Sound Shore Railroad (as laid out 50 feet in width,
and the center line of the present Linden Township Trunk Sewer. Said point being
the division line between lands of The Grasselli Chemical Company and lands of the
Sinclair Oil Company, thence running

(1) Along line of lands of the Sinclair Oil Company, and along the center
line of the Linden Township Trunk Sewer, S. 68° 45' E. 203.70 feet to a point; thence
running

(2) Still along line of lands of the Sinclair Oil Company and parallel
with the Linden Township Trunk Sewer and distant southerly 13.33 feet from the
center line thereof, E. 64° 37' E. 1023.33 feet to a point in the U. S. Government
Overhead and Bulkhead Line; thence running

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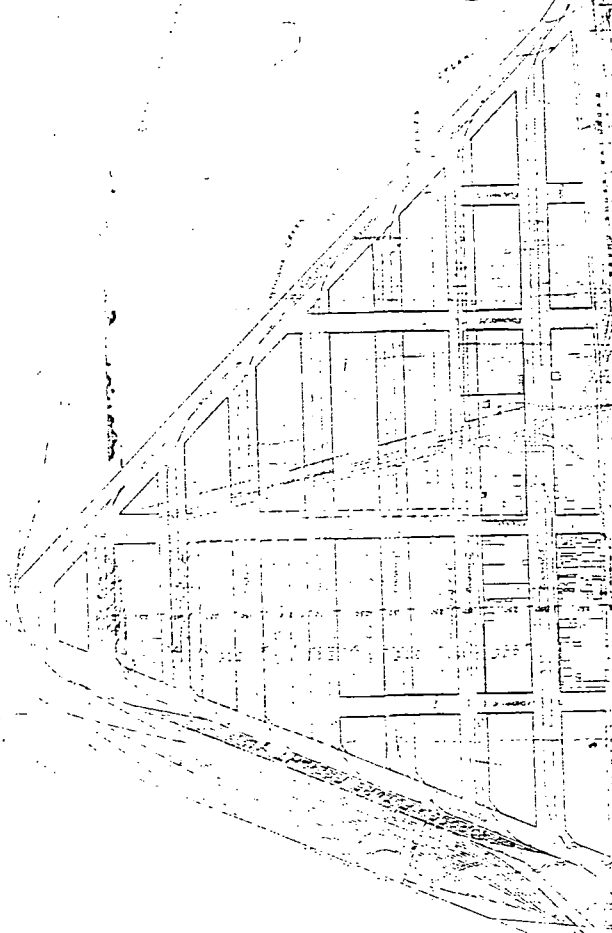
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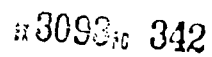
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**CHAIN OF TITLE
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
(Formerly Block 460, lot 37P)
Linden, New Jersey**

LCP Chemicals -- New Jersey, Inc.

12/14/79 - Present

(Lot 3.01)

Book 3207, Page 82

(Current Deed)

Note: This deed conveyed lot 3.01 from Linden Chemicals and Plastics to LCP Chemicals, New Jersey, Inc (now known as LCP Chemicals and Plastics, Inc.). According to the Tax Assessor's office LCP Chemicals and Plastics, Inc. is the current owner of the property.

LCP Chemicals -- New Jersey, Inc.

12/14/79 - Present

(Lot 3.02)

Book 3207, Page 93

(Current Deed)

Note: This deed conveyed lot 3.02 from Linden Chemicals and Plastics to LCP Chemicals, New Jersey, Inc (now known as LCP Chemicals and Plastics, Inc.). According to the Tax Assessor's office LCP Chemicals and Plastics, Inc. is the current owner of the property.

LCP Chemicals -- New Jersey, Inc.

12/14/79 - Present

(Lot 3.03)

Book 3207, Page 97

(Current Deed)

Note: This deed conveyed Lot 3.03 from Linden Chemicals and Plastics to LCP Chemicals, New Jersey, Inc (now known as LCP Chemicals and Plastics, Inc.). According to the Tax Assessor's office LCP Chemicals and Plastics, Inc. is the current owner of the property.

Linden Chemicals & Plastics, Inc.

(formerly Linden Chlorine Products, Inc.)

8/24/72-12/14/79

(Lot 3.01, 3.02 and 3.03)

Book 2954, Page 273

Note: This Bargain and Sale Deed conveyed the property and agreements of GAF Corporation to Linden Chemicals & Plastics, Inc.

General Aniline & Film Corporation

10/31/39 - 8/24/72

Book 1391, Page 302

Note: This deed conveyed the property to General Aniline & Film Corporation and recognized the merge of American I.G. Chemical Corporation into General Aniline & Film Corporation (previously known as General Aniline Works, Inc.).

**CHAIN OF TITLE
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
(Formerly Block 460, lot 37P)
Linden, New Jersey**

General Aniline & Film Corporation

Book 1458, Page 211

5/5/42 - 12/14/79.

Note: This Deed conveyed a small irregular portion of Lot 3 from E.I. Dupont de Nemours and Company to General Aniline & Film Corporation.

E.I. Dupont de Nemours and Company

10/31/36 - 5/5/42

Book 1330, Page 321

10/31/28 - 5/5/42

Book 1162, Page 250

Note: These two very similar Deeds conveyed a small irregular portion of Lot 3 and other surrounding properties, from Grasselli Chemical Company to E.I. Dupont de Nemours.

Grasselli Dyestuff Corporation

(Now known as General Aniline & Film Corporation)

10/20/28- 8/24/72

Book 1165, Page 576

Note: This Deed conveyed two portions (2.204 and 35.200 acres) of Lot 3 and other surrounding properties containing from Grasselli Chemical Company to Grasselli Dyestuff Corporation (Now known as General Aniline & Film Corporation).

10/20/28- 8/24/72

Book 1165, Page 582

Note: This Deed conveyed two portions (62.127 and 2.811 acres) of Lot 3 and other surrounding properties containing from Grasselli Chemical Company to Grasselli Dyestuff Corporation (Now known as General Aniline & Film Corporation).

Grasselli Chemical Company

Unknown to 10/31/28

(Small portion of Lot 3)

Unknown to 10/20/28

(Large portion of Lot 3.)

**LEASES AND AGREEMENTS
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
Linden, New Jersey**

Type: Declaration of Environmental Restriction
Owner: LCP Chemicals, New Jersey
Second Party: New Jersey Department of Environmental Protection and e
Book & Page: 4228, 125
Date: 9/23/94
Restriction: The owner agreed to subject the property to certain statutory and regulatory requirements which impose restrictions upon the property and restrict certain activities at the Property, including that at no time may the property be used for residential purposes.

Type: **Linden Substation Agreement (Lease)**
First Party: LCP Chemicals & Plastics Inc.
Second Party: GAF Corporation
Book & Page: Book 3499, Page 97
Date: 9/7/86

Type: **Easement and Rights-of-Way Agreement**
First Party: Linden Chlorine Products, Inc.
Second Party: Kuehne Chemical Company, Inc.
Book & Page: Book 3093, Page 335
Date: 7/21/72
Note: Reciprocal right of way over roadways.

Type: **Quit Claim Deed**
Grantor: Kuehne Chemical Company, Inc.
Grantee: LCP Chemicals and Plastics, Inc.
Book & Page: Book 3331, Page 219
Date: 11/8/83
Note: Grantor agreed to relinquish rights of way, easements and options to purchase.

LEASES AND AGREEMENTS (Cont.)
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
Linden, New Jersey

Type: Agreement
First Party: GAF Corporation
Second Party: Northville Linden Terminal Corporation
Book & Page: Book 2995, Page 280
Date: 1/17/74
Note: Right of way over roadways

Type: Agreement
First Party: GAF Corporation
Second Party: Northville Linden Terminal Corporation
Book & Page: Book 2995, Page 287
Date: 1/17/74
Note: Right of access to and the right to dock vessels at the dock and wharfage facilities.

Type: Assignment Agreement
First Party: GAF Corporation
Second Party: Northville Linden Terminal Corporation
Book & Page: Book 2995, Page 298
Date: 1/17/74
Note: Assignment of right of way

Type: Agreement
First Party: Linden Chlorine Products
Second Party: Northville Linden Terminal Corporation
Book & Page: Book 2995, Page 302
Date: 1/17/74
Note: Right of way and easement over strip of land.

Type: Agreement
First Party: GAF Corporation
Second Party: Linden Chlorine Products, Inc.
Book & Page: Book 2954, Page 284
Date: 8/24/72
Note: Right of way over roadways.

LEASES AND AGREEMENTS (cont.)
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
Linden, New Jersey

Type: Agreement
First Party: GAF Corporation
Second Party: Linden Chlorine Products, Inc.
Book & Page: Book 2954, Page 296
Date: 8/24/72
Note: Right of way over roadways

Type: Agreement
First Party: GAF Corporation
Second Party: Linden Chlorine Products, Inc.
Book & Page: Book 2954, Page 312
Date: 8/24/72
Note: Right of way to use and to operate railroad equipment.

Type: Agreement
First Party: GAF Corporation
Second Party: Linden Chlorine Products, Inc.
Book & Page: Book 2954, Page 323
Date: 8/24/72
Note: Right of way to reconstruct and operated existing poles and power lines.

Type: Agreement
First Party: GAF Corporation
Second Party: Linden Chlorine Products, Inc.
Book & Page: Book 2954, Page 331
Date: 8/24/72
Note: Right of way and easement over strip of land.

Type: Agreement for Discharge into Flume and Outfall Ditch
First Party: GAF Corporation
Second Party: Linden Chlorine Products, Inc.
Book & Page: Book 2954, Page 340
Date: 8/24/72
Note: Right to use flume and outfall ditch for the purpose of disposal into the Arthur Kill.

LEASES AND AGREEMENTS (cont.)
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
Linden, New Jersey

Type: Agreement to Terminate Lease
First Party: GAF Corporation
Second Party: Union Carbide Corporation
Book & Page: Book 2963, Page 667
Date: 8/24/72

Type: Lease
First Party: Linden Chlorine Products, Inc.
Second Party: Union Carbide Corporation
Book & Page: Book 2955, Page 277
Date: 8/23/72

Type: Agreement
First Party: General Aniline & Film Corporation
Second Party: Union Carbide Corporation
Book & Page: Book 2662, Page 319
Date: 5/31/63
Note: Lease amendment

UNIFORM COMMERCIAL CODES (UCC) /MORTGAGES
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
Linden, New Jersey

Debtor	General Aniline & Film Corporation
Secured Party:	Union Carbide Corporation
Collateral	Machinery and equipment in LCP Chemical N.J. premises
UCC No.:	4093
Date:	9/11/90

Debtor	LCP Chemicals & Plastics, Inc.
Secured Party:	Manufactures Hanover Trust Company
UCC No.:	426
Date:	3/2/89
Note:	There is no record of termination or continuation of this instrument. While the UCC was not found a copy of the listing is provided.

Mortgages:	Eleven records of mortgages were found but none outstanding. The last mortgage was dated July 22, 1988 and was discharged October 17, 1989.
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6/14/72

39377

AGREEMENT made this 24th day of August, 1972.

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street, New York,
New York 10020 (herein called "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a Delaware
corporation, having an office care of Shanley &
Fisher, 570 Broad Street, Newark, New Jersey,
(herein called "LCP");

W I T N E S S E T H:

In consideration of the payment of One (\$1.00) Dollar and
other good and valuable consideration and of the covenants of GAF
herein contained, LCP grants unto GAF, its successors and assigns,
its and their patrons and invitees, a right of way and easement for
the purposes hereinafter set forth over, across and through a strip
of land approximately 120 feet in length and 50 feet in width located
in the City of Linden, Union County, New Jersey, being conveyed
by GAF to LCP by deed dated as of even date herewith, the center
line of which is designated on the survey map by Grassmann, Kreh
and Mixer, dated February 15, 1972, Numbered H-5086-3, latest
revision dated June 14, 1972, attached hereto as Exhibit C.

COUNTY OF UNION
CONSIDERATION None
REALTY TRANSFER FEE 25-72
DATE 8-25-72 BY [Signature]

EX. 29547, 331

RECEIVED & RECORDED
UNION COUNTY, N.J.
AUG 25 9 34 AM '72
BOOK 29547 PAGE 331
JAMES J. JENNINGS
REGISTER

1034 Pg. 774

LCP grants to GAF, its successors and assigns, the right to construct, operate, use and maintain, repair and remove; (i) a roadway over said strip of land for ingress and egress to and from lands lying on either side of the said strip of land by vehicle and on foot, and (ii) pipelines, poles, power lines of any kind, and bridges and passage ways of any kind over, upon, across and under the said right of way and easement herein granted and to grant rights of way and easements to others for any such purposes over, upon, across and under the lands within the boundaries of said right of way and easement provided same do not unreasonably interfere with the outfall ditch now located therein and LCP's use of the said lands for pipelines, poles, power lines of any kind or a roadway.

The aforesaid right of way and easement is granted subject to grants, conveyances, easements and rights of way heretofore made to others.

GAF hereby covenants and agrees to indemnify and hold harmless LCP against any and all claims for damages arising out of or attributable to the use of the lands within the boundaries of said right of way and easement by GAF, its successors and assigns, its or their officers, agents, employees, tenants, patrons and invitees.

BY 2954PC 332

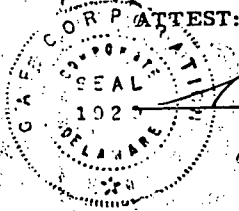
This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of GAF and LCP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

GAF CORPORATION

By

James A. Davis
Vice President



B. J. J. J.
Secretary

LINDEN CHLORINE PRODUCTS, INC.

ATTEST:

By

W. C. Calvert Jr.
President



W. C. Calvert Jr.
Assistant Secretary

BY 2954PC 333

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared STANLEY B. FEUER who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the SECRETARY of GAF CORPORATION, one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by THOMAS A. DENT who was at the date and execution thereof, a VICE PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

Stanley B. Feuer
Stanley B. Feuer
Secretary

Sworn and subscribed before me,
the day and year above written.

Violet R. Roncace
Notary Public

VIOLET R. RONCACE
NOTARY PUBLIC, State of New York
No. 03-8632800
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

BN2954PC 334

*This instrument prepared by
Edward S. Menegace
140 West 51 Street
New York, New York 10020*

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared WILLIAM C. CALVERT, JR. who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the ASSISTANT SECRETARY of LINDEN CHLORINE PRODUCTS, INC., one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by C. A. HANSEN who was at the date and execution thereof, the PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

W C Calvert Jr
William C. Calvert
Assistant Secretary

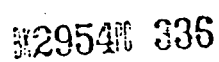
Sworn and subscribed before me,
the day and year above written.

Violet R. Roncace
Notary Public

BK2954PC 335



VIOLET R. RONCACE
NOTARY PUBLIC, State of New York
No. 03-86328-0
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974



CENTRAL RAILROAD OF N J HAS
RIGHT TO USE ALL TRACKS WITHIN
AREA IN ACCORDANCE WITH PRIVATE
SIDING AGREEMENT.

39758

LEASE made this 23rd day of August, 1972, between LINDEN CHLORINE PRODUCTS, INC., a Delaware corporation, having a mailing address at P. O. Box 484, Linden, New Jersey 07036 (hereinafter referred to as "Landlord") and UNION CARBIDE CORPORATION, a New York corporation, having an office at 270 Park Avenue, New York New York 10017 (hereinafter referred to as "Tenant");

WITNESSETH:

1. The Landlord hereby leases unto the Tenant and the Tenant hires and takes from the Landlord all that parcel of land in the City of Linden, County of Union, State of New Jersey, described in Exhibit A attached hereto and made a part hereof, being approximately 2.102 acres (hereinafter referred to as "Leased Land") commencing on the date hereof and continuing for a period of five (5) years from the date Landlord begins operation of its Caustic Chlorine Plant at Linden, New Jersey, which date shall be specified by Landlord in writing to Tenant. Rent shall be payable by Tenant to Landlord at an annual rate of Eight Thousand Dollars (\$8,000.00), payable annually in advance on each anniversary date of this Lease. If this Lease should terminate on a date other than on an anniversary date, Landlord will repay to Tenant a part of any advance payment of rent representing pro rata rental for the unexpired part of the year.

2. Tenant has, at its cost and expense, constructed on the

BR 2955PC, 277

Leased Land a building and facilities for the compressing, purifying and shipment of hydrogen gas and storage of liquid hydrogen. Tenant will make no structural alteration, changes or modifications in the building and facilities without the prior written approval of Landlord, which approval will not be unreasonably withheld. The building, facilities, equipment and machinery placed by Tenant on the Leased Land shall remain the property of Tenant and shall be deemed to be personal property although attached to the realty, subject, however, to all the other provisions of this Lease.

3. Tenant will use said building and facilities for the purpose of compressing, purifying and shipping hydrogen gas, the storage and shipment of liquid hydrogen and for the preparation of gas mixtures consisting chiefly of hydrogen mixed with minor amounts of other gases (which other gases shall be non-hazardous) and for no other purpose.

4. Tenant will obtain, at its cost and expense, all approvals, licenses, permits and certificates required in connection with the use or operation of said building and facilities.

5. Throughout the term hereof Tenant will take good care of the Leased Land and at its own cost and expense will make as and when needed all repairs, whether such repairs

DK2955PC, 278

are structural, ordinary or extraordinary, in and about the Leased Land necessary to keep it in good order and condition. Such repairs shall be, in quality and class, substantially equal to the original work and materials. Landlord may enter upon the Leased Land to inspect the premises during business hours. Tenant will keep the Leased Land clean and free of rubbish and refuse.

6. Tenant will pay and discharge all mechanics liens, taxes and assessments for local improvements and payments of every nature and kind which may during the demised term be assessed, levied or imposed upon the Leased Land or any part thereof and the building and facilities located thereon. If Tenant fails to pay any such lien, tax or assessment when due, Landlord may pay the same including any interest or penalty and the same shall become due and payable as additional rent payable on the first day of the month after Landlord makes such payment. Landlord shall pay or reimburse Tenant the portion of all taxes and assessments on the Leased Land which are based on the unimproved value of the land itself. In the event that the improvements on the Leased Land do not constitute a separate tax lot for which a separate tax bill is rendered but forms part of a larger tax lot, which includes other property owned by the Landlord, the amount of tax or assessment or other payment

DX:2955PC 279

attributable to the improvements on the Leased Land shall be determined in a manner to be agreed upon by the parties.

7. Tenant will promptly comply, at its cost and expense, with all laws, ordinances, regulations and requirements of Local, State and Federal Governments, and all agencies and subdivisions thereof, and of all other departments, bureaus, officials, boards and commissions with regard to the Leased Land or the use and operation thereof by Tenant. If any such law, ordinance, regulation or requirements shall not be promptly complied with by Tenant, then Landlord may, at its option, enter upon the Leased Land to comply therewith, and should any fine or penalty be imposed for failure to comply therewith, or cost be incurred by Landlord in complying therewith, Tenant agrees that Landlord may, at its option, pay such fine or penalty or incur such cost, which Tenant agrees to repay to Landlord with interest from the date of payment, as additional rent on the first day of the month after Landlord has paid such fine or penalty.

8. Landlord will maintain and keep the "Linde Road" in good repair and apportion the cost of maintenance and repair among all the users thereof, except The Central Railroad Company of New Jersey, on a fair and equitable basis having due regard to the amount of use and tonnage hauled over said "Linde Road" by each user. Tenant will pay its proportionate share not to exceed

BK29557C 280

One Thousand Dollars (\$1,000.00) in any one year of the cost of such maintenance and repair within ten (10) days after it is invoiced to Tenant by Landlord.

9. Landlord grants to Tenant the right to maintain at Tenant's cost and expense an iron pipe from the Leased Land to the existing ditch north of the Leased Land (as shown on Exhibit A attached hereto) for the discharge of process water. The location of said pipeline is indicated on Exhibit A attached hereto. Tenant will maintain said pipeline and keep it in good repair at its own cost and expense and upon the termination of this Lease for any reason shall at the option of Landlord surrender the said pipeline to Landlord or remove it at Tenant's cost and expense. If use of said pipeline or ditch is prohibited by any governmental authority or the discharge violates governmental standards, Tenant will be required to make its own provision for disposal of process water.

10. Landlord grants permission to Tenant to install and maintain a railroad siding and switch at the locations indicated on Exhibit A at Tenant's expense. Tenant shall bear the full cost and expense of maintenance of the side-track and switch. Tenant agrees to use said siding for,

BA2955PG 281

and only for, one liquid hydrogen car at a time during emergency periods when Landlord cannot supply hydrogen gas to Tenant. Tenant also agrees to give Landlord advance notice when it expects to bring in liquid hydrogen and to keep the liquid hydrogen car on the siding enclosed in a fenced-in area.

11. Tenant has constructed at Tenant's cost and expense a fence enclosing the Leased Land, and Tenant will not permit its employees, guests, agents, invitees, or licensees at any time to enter upon Landlord's property (other than the Leased Land and "Linde Road" marked on Exhibit A) without first obtaining the consent of Landlord. If any such persons do enter upon Landlord's property, with or without Landlord's consent, Tenant will forever indemnify and save harmless Landlord from and against all liability, penalties, damages, expenses and judgments arising from injury or loss of life during the term hereof to any such persons and will forever indemnify Landlord for any damage to Landlord's property caused by any such persons while on Landlord's property.

12. Subject to the provisions of paragraph 14 hereof Tenant will forever indemnify and save harmless Landlord from and against any and all liability, penalties, damages, expenses and judgments arising from personal injury to or loss of life of third parties or damage to property of third

parties during the term hereof of any nature, sustained in or about the Leased Land not caused by negligence of Landlord, or occasioned wholly or in part by an act or omission of Tenant, or of its employees, contractors, guests, agents, invitees, licensees or assigns, and/or also for any matter or thing growing out of the occupation and use of the Leased Land and asserted against the Landlord by a third party by reason of its ownership of the Leased Land or for any other reason.

13. Landlord and Tenant waive all claims against each other and release each other from any liability for damage to any property of the other located in the Tremley Point area, in the eastern part of Linden, New Jersey, caused by fire or explosion and agree to obtain waivers of rights of subrogation from their respective insurance carrier's with respect thereto.

14. If at any time during the continuance of this Lease the grade of any street or highway near or adjacent to the Leased Land shall be changed pursuant to any order which may be made by the State of New Jersey or by the Board of Public Utility Commissioners or by other lawful authority, the Tenant agrees to remise, release and dis-

BK2955PC 283

charge the Landlord from any claim and damages whatsoever by reason of any and all injury or damage caused by or resulting from said change of grade.

15. If the building and/or facilities located on the Leased Land are partially damaged by fire, explosion, flood, earthquake, riot, civil commotion, storm or other casualty, Tenant will repair such damage at its costs and expense and restore the Leased Land to its former condition as expeditiously and promptly as possible. Plans and specifications for such repairs will be submitted by Tenant to Landlord for approval prior to the work being done. If the Leased Land is damaged by fire, explosion, flood, earthquake, riot, civil commotion, storm or other casualty to an extent which substantially destroys the building and facilities and requires their reconstruction to permit their use as herein provided, Tenant within thirty (30) days after the occurrence of any such event will advise Landlord in writing of its election to reconstruct the building and facilities or to vacate the Leased Land. If Tenant elects to vacate, it will remove from the Leased Land all of its property and restore the Leased Land to the condition existent prior to Tenant's construction described in paragraph 2 hereof, except for the removal of piling, within thirty (30) days

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after giving notice. If Tenant elects to reconstruct the building and facilities, it will perform such work as expeditiously and promptly as possible.

16. Upon the expiration or any termination of the term of this Lease for any reason Tenant, at the option of Landlord, will either,

(a) within sixty (60) days after request is made, vacate and surrender to Landlord free and clear of all encumbrances or liens the building and facilities (exclusive of equipment and machinery) located on the Leased Land except Tenant may and, if requested by Landlord, will remove equipment, machinery, personal property and tools, or

(b) within ninety (90) days after request is made, demolish and/or remove the building, foundations, facilities, machinery, equipment and personal property located on the Leased Land and restore the Leased Land to the condition existent prior to Tenant's construction described in paragraph 2 hereof, except for the removal of piling.

If the building and facilities are surrendered to Landlord,

(a) Tenant will execute such instruments or writings as may be deemed necessary properly to effect the surrender of said building and facilities and their transfer to Landlord, and

BK2955PC 285

(b) such building and facilities will be surrendered in good order or condition, reasonable wear and tear excepted. Upon such surrender, said building and facilities shall, without cost or charge to Landlord, become the property of Landlord, free of all liens and claims of Tenant and others.

17. Landlord and Tenant, on the date hereof, have entered into a contract for the sale of hydrogen by Landlord to Tenant.

If said contract is terminated for any reason, this Lease will terminate on the same day as said contract as if said date were the date originally fixed in this Lease for the termination or expiration thereof and Tenant will carry out the covenants on its part to be performed upon termination or expiration of this Lease as herein provided. In the event that Landlord shall intend to sell the Leased Land more particularly described in paragraph 1 of this Lease executed simultaneously herewith, Landlord shall give Tenant written notice of such intent, and if Tenant wishes to purchase the Leased Land, it shall so notify Landlord in writing within thirty (30) days thereafter, and the parties shall negotiate in good faith an acceptable purchase price and payment terms. In the event that this Lease is terminated before the running of the full term thereof for any reason, Tenant may notify Landlord within thirty (30) days

BK2955PC, 286

thereafter that it wishes to continue to lease the Leased Land or to purchase the Leased Land, and the parties shall negotiate in good faith such continued lease or purchase upon mutually acceptable terms. If the parties are unable to agree to such mutually acceptable terms within sixty (60) days thereafter, the parties shall have no further obligations hereunder. In the event that this Lease is terminated before the running of the full term thereof for any reason, Tenant may within thirty (30) days thereafter extend this Lease for an additional six (6) month period at the rent and upon the terms and conditions provided herein.

18. Tenant will not without the prior written consent of Landlord,

- (a) assign or transfer, by operation of law or otherwise, this Lease or any interest therein,
- (b) underlet the Leased Land or any part thereof,
- (c) mortgage or encumber the same, or
- (d) permit the same to be occupied by anyone other than Tenant or Tenant's officers or employees.

19. Landlord covenants that, if Tenant shall duly keep and perform all the conditions hereof, Tenant shall peaceably and quietly have, hold and enjoy the Leased Land for the term hereof.

BK2955PG 287

20. If there be a default in any of the covenants herein contained, it shall be lawful for the Landlord to re-enter the Leased Land and to have, repossess and enjoy same.

21. It is expressly understood and agreed that in case the Leased Land shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this Lease or any part thereof, or underlet the Leased Land or any part thereof, or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Governments, the Landlord may, if the Landlord so elects, at any time thereafter terminate this Lease and the term thereof, upon giving to the Tenant five (5) days' notice in writing of Landlord's intention so to do, and upon the giving of such notice, this Lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said date were the date originally fixed in this Lease for the termination or expiration thereof.

BK 2955PC 288

22. That should the Leased Land whereon said building and facilities stand or any part thereof be condemned for public use, then in that event, upon the taking of the same for such public use, this Lease, at the option of the Landlord, shall become null and void, and the term cease and come to an end upon the date when the same shall be taken and the rent shall be apportioned as of said date. No part of any award, however, shall belong to the Tenant, except that amount which is granted for building and facilities constructed by Tenant.

23. Tenant may renew this Lease for two additional terms of five (5) years each by giving written notice to Landlord no later than one hundred and eighty (180) days prior to the expiration date of the then pending term. The annual rental rate provided in Article 1 shall be reduced to Four Thousand Dollars (\$4,000) for the first additional five (5) year term, and to Two Thousand Dollars (\$2,000) for the second additional five (5) year term.

24. This Lease is, and shall be, subject and subordinate in all respects to all mortgages and liens of any kind which may now or hereafter affect the Leased Land or the real property of which the Leased Land forms a part, and to all renewals, modifications, consolidations, replacements and extensions

BY: 2955PG. 289

thereof; provided, however, that Landlord obtains agreement from such mortgagee or lienor that for so long as Tenant is not in default hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Leased Land for the term hereof. Tenant shall, in confirmation thereof, execute promptly any certificate or certificates Landlord may reasonably request in that connection.

25. Except as expressly specified herein or in the contract for the sale of hydrogen by Landlord to Tenant of even date herewith, Landlord shall have no obligation hereunder to supply, or pay for, any heat, fuel, electricity or water, or any equipment therefor, or any sewage, or other waste, disposal pipes or equipment, or any other utility or service of any kind.

26. The covenants and agreements herein contained are binding on the parties hereto and upon their respective successors and permitted assigns.

27. Words used in the singular shall include words in the plural where the text of this instrument so requires.

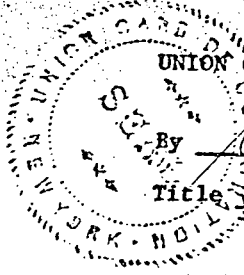
IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper

corporate seals to be hereto affixed, the day and year first
above written.

LINDEN CHLORINE PRODUCTS, INC.

By William C. Calvert

Title VICE PRESIDENT



UNION CARBIDE CORPORATION

By [Signature]
Title Vice President of its Linde Division

DK 29557C 291

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 23rd day of August, nineteen hundred and
seventy-two, before me came Alec Flamm
to me known, who, being by me duly sworn, did depose and say
that he resides at 395 Claflin St., Mamaroneck, New York, 10543;
that he is the Vice President of Union Carbide Corporation,
Linde Division,
the corporation described in, and which executed, the foregoing
instrument; that he knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the board of directors of
said corporation; and that he signed his name thereto by like
order.



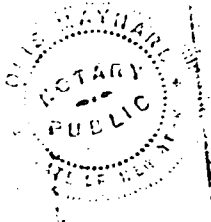
Doris Maynard

DORIS MAYNARD
Notary Public, State of New York
No. 24772316
Qualified in West County
Comm. Expires March 30, 1974

BK2955PG 292

STATE OF NEW JERSEY)
COUNTY OF _____) ss.:

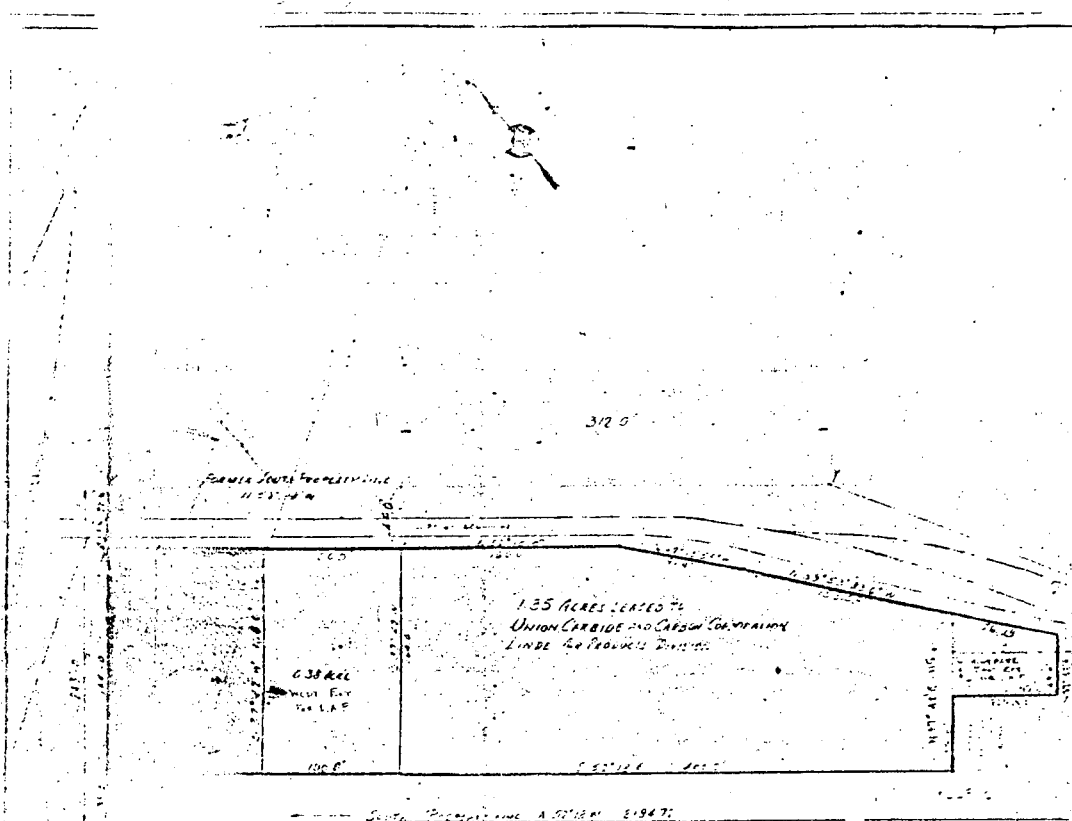
On the 23 day of August, nineteen hundred and seventy-two, before me came William C Calvert, Jr to me known, who, being by me duly sworn, did depose and say that he resides at 213 Washington Ave, Chatham, N.J.; that he is the VICE PRESIDENT of Linden Chlorine Products Inc., the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.



Doris Maynard
DORIS MAYNARD
Notary Public, State of New Jersey
My Comm. Expires March 30, 1974
Chatham, N.J.
Commission Expires March 30, 1974

PREPARED BY: GERALD E. GRAYSON

BN2955PC 293



2955E 294

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

REMARK: Legibility of writing.
Typing or printing unsatisfactory in
this document when microfilmed.

NOTE: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

6/14/72

39377

AGREEMENT made this 24th day of August, 1972,

between

GAF CORPORATION, a Delaware Corporation,
having an office at 140 West 51st Street, New York,
New York 10020 (herein called "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a Delaware
corporation, having an office care of Shanley &
Fisher, 570 Broad Street, Newark, New Jersey,
(herein called "LCP");

W I T N E S S E T H:

In consideration of the payment of One (\$1.00) Dollar and
other good and valuable consideration and of the covenants of GAF
herein contained, LCP grants unto GAF, its successors and assigns,
its and their patrons and invitees, a right of way and easement for
the purposes hereinafter set forth over, across and through a strip
of land approximately 120 feet in length and 50 feet in width located
in the City of Linden, Union County, New Jersey, being conveyed
by GAF to LCP by deed dated as of even date herewith, the center
line of which is designated on the survey map by Grassmann, Kroh
and Mixer, dated February 15, 1972, Numbered H-5066-3, latest
revision dated June 14, 1972, attached hereto as Exhibit C.

COUNTY OF UNION
CONSIDERATION None
REALTY TRANSFER FEE 2954
DATE 8-25-72 BY [Signature]

EX 2954 PC 331

FILED IN DEED & RECORDS
UNION COUNTY, N.J.
AUG 25 9 34 AM '72
EX 2954 PC 331
JAMES J. HANLEY
REGISTER

1034 Pg. 724

LCP grants to GAF, its successors and assigns, the right to construct, operate, use and maintain, repair and remove; (i) a roadway over said strip of land for ingress and egress to and from lands lying on either side of the said strip of land by vehicle and on foot, and (ii) pipelines, poles, power lines of any kind, and bridges and passage ways of any kind over, upon, across and under the said right of way and easement herein granted and to grant rights of way and easements to others for any such purposes over, upon, across and under the lands within the boundaries of said right of way and easement provided same do not unreasonably interfere with the outfall ditch now located therein and LCP's use of the said lands for pipelines, poles, power lines of any kind or a roadway.

The aforesaid right of way and easement is granted subject to grants, conveyances, easements and rights of way heretofore made to others.

GAF hereby covenants and agrees to indemnify and hold harmless LCP against any and all claims for damages arising out of or attributable to the use of the lands within the boundaries of said right of way and easement by GAF, its successors and assigns, its or their officers, agents, employees, tenants, patrons and invitees.

DX 2954PC 332

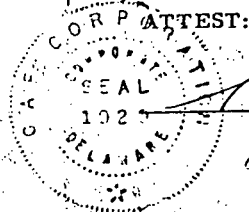
This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of GAF and LCP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

GAF CORPORATION

By

James A. Rees
Vice President



B. J. [illegible]
Secretary

LINDEN CHLORINE PRODUCTS, INC.

ATTEST:

By

A. H. [illegible]
President



W. C. Calvert Jr.
Assistant Secretary

BA2954PC 333

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared STANLEY B. FEUER who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the SECRETARY of GAF CORPORATION, one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by THOMAS A. DENT who was at the date and execution thereof, a VICE PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

Stanley B. Feuer
Stanley B. Feuer
Secretary

Sworn and subscribed before me,
the day and year above written.

Violet R. Boncace
Notary Public

VIOLET R. BONCACE
NOTARY PUBLIC, State of New York
No. 03-8632800
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

BR 2954 PG 334

*This instrument prepared by
Edward S. Minopace
140 West 51 Street
New York, New York 10020*

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared WILLIAM C. CALVERT, JR. who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the ASSISTANT SECRETARY of LINDEN CHLORINE PRODUCTS, INC., one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by C. A. HANSEN who was at the date and execution thereof, the PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

W C Calvert Jr
William C. Calvert
Assistant Secretary

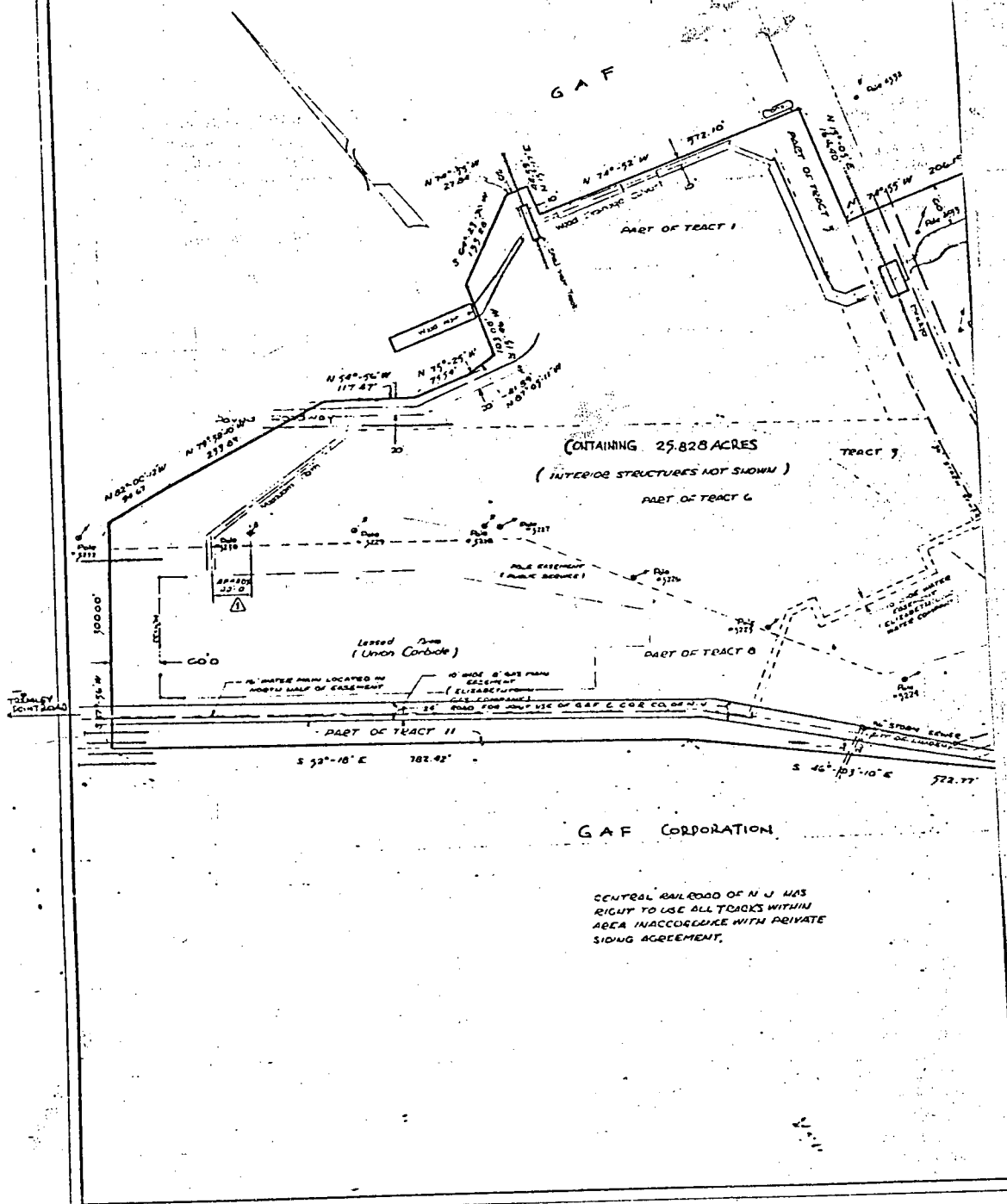
Sworn and subscribed before me,
the day and year above written.

Violet R. Roncace
Notary Public

BN2954PC 335

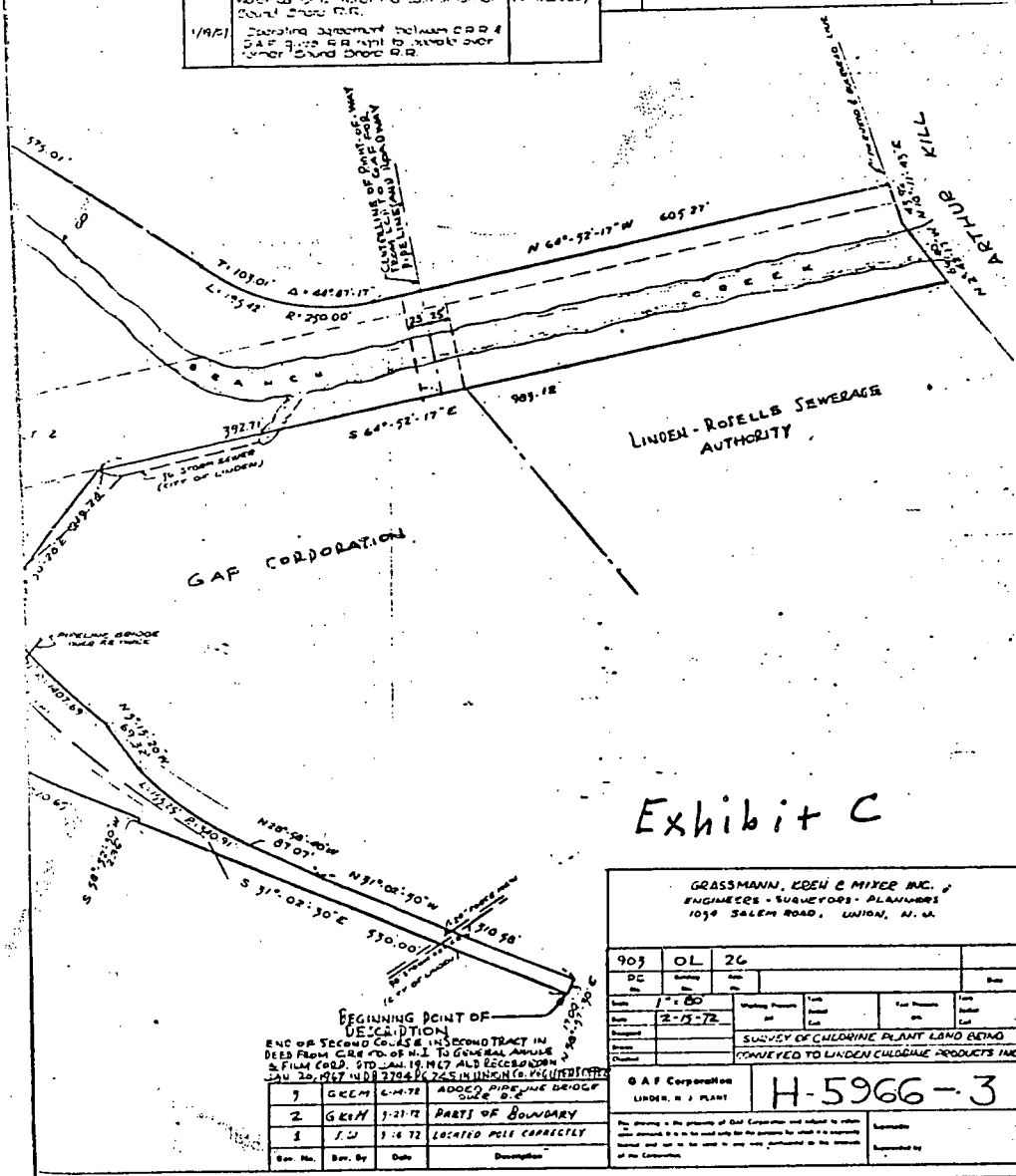


VIOLET R. RONCACE
NOTARY PUBLIC, State of New York
No. 03-86328-0
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974



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DEEDS			Reg. No.	REFERENCES
15081	1908	1908	1908	1908
15082	1908	1908	1908	1908
15083	1908	1908	1908	1908
15084	1908	1908	1908	1908
15085	1908	1908	1908	1908
15086	1908	1908	1908	1908
15087	1908	1908	1908	1908
15088	1908	1908	1908	1908
15089	1908	1908	1908	1908
15090	1908	1908	1908	1908
15091	1908	1908	1908	1908
15092	1908	1908	1908	1908
15093	1908	1908	1908	1908
15094	1908	1908	1908	1908
15095	1908	1908	1908	1908
15096	1908	1908	1908	1908
15097	1908	1908	1908	1908
15098	1908	1908	1908	1908
15099	1908	1908	1908	1908
15100	1908	1908	1908	1908



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UNION COUNTY, N. J.

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BOOK 3093 PAGE 335

REGISTER
1972

EASEMENTS AND RIGHTS-OF-WAY AGREEMENT

AGREEMENT made this 21st day of

July

between

LINDEN CHLORINE PRODUCTS, INC., a Delaware corporation, P. O. Box 484, Linden, New Jersey (herein called "LCP")

and

KUEHNE CHEMICAL COMPANY, INC., a New Jersey corporation, having an office at 878 Woodruff Lane, Elizabeth, New Jersey (herein called "Kuehne"),

W I T N E S S E T H:

For good and valuable consideration and for the mutual covenants of LCP and Kuehne herein contained, LCP and Kuehne grant to each other the respective rights, rights of way and easements hereinafter set forth relating to LCP's lands located in the City of Linden, Union County, New Jersey, including the portions thereof designated as Sections 1, 2 and 3 on the Exhibit attached hereto leased to Kuehne by Lease dated even date herewith.

1. LCP and Kuehne grant to each other and their respective officers, agents, employees, tenants, patrons, invitees, successors and assigns, (a) a right of way from Avenue C over, through and across 8th Street as presently located and its proposed relocation to Linde Road, as shown on the Exhibit attached hereto, for ingress and egress by vehicle and on foot;

EX 3093 PC 335

and (b) a right of way over, through and across Avenue D to Linde Road, as shown on the Exhibit attached hereto, for ingress and egress by vehicle and on foot.

2. LCP grants to Kuehne, its officers, agents, employees, tenants, patrons, invitees, successors and assigns, a right of way, in common with Central Railroad of New Jersey, Union Carbide Corporation (Linde Division), GAF Corporation and others granted permission by GAF, over, through and across Linde Road located on lands of LCP and running generally in a westerly direction from lands of LCP to, over, through and across a private road which connects with a public road known as Trembley Point Road, Linden, New Jersey, for ingress and egress by vehicle and on foot. Kuehne shall contribute to the cost of repair and maintenance of said Linde Road on a fair and equitable basis with LCP and Union Carbide Corporation having due regard to the amount of use and tonnage hauled over said road by each of such users.

3. LCP grants to Kuehne a right of way to use and to operate railroad equipment over the railroad tracks located on LCP's land designated as tracks 2A and 2B on the Exhibit attached hereto. The railroad rights granted herein shall be subject to railroad sidetrack agreements to be executed between LCP and Central Railroad Company of New Jersey and an operating agreement to be executed among the said parties.

4. LCP and Kuehne grant to each other and their respective officers, agents, employees, tenants, successors and assigns, a right of way over, through and across the land between the tank pads located on the land designated as Section 2 in the Exhibit attached hereto and the building commonly known as 220

Building which is located on lands owned by LCP immediately to the south of the lands designated as Sections 1 and 2 on the Exhibit attached hereto for the construction, maintenance and operation of storage tanks which are to be built by Kuehne on the said tank pads in accordance with plans to be approved by LCP before construction is started.

5. LCP grants to Kuehne a right of way over, through and across the lands of LCP located between Sections 2 and 3 on the Exhibit attached hereto for the construction, maintenance and operation of a storage tank farm and certain manufacturing equipment and for ingress and egress between Sections 2 and 3. Ingress and egress shall be over, through and across a thirty (30) foot strip of land between Sections 2 and 3 measured along a straight line drawn from the southwest corner of Section 2 to the southeast corner of Section 3. The said tank farm shall be constructed in accordance with plans to be approved by LCP before construction is started and shall be constructed in such a manner as not to unreasonably interfere with the use by LCP of its lands and facilities.

6. LCP and Kuehne grant to each other, their successors and assigns, rights of way to reconstruct, operate, use, maintain, repair and remove existing conduits, pipelines, poles and power lines for the transportation of electricity, gas, water, and other utilities over and across the lands of LCP and Sections 1, 2 and 3 thereof leased to Kuehne provided the same do not unreasonably interfere with the respective party's use of its

lands and facilities. The parties reserve the right to use their respective lands over or under said conduits, pipelines, poles and power lines, as the case may be, provided such does not unreasonably interfere with the use by the other party of the rights herein granted. LCP and Kuehne agree each with the other to grant additional rights of way for such purposes over such lands if such rights of way should become reasonably necessary in order for either party to obtain such utilities from any company furnishing such service and provided the same does not unreasonably interfere with the use of each party's respective lands and facilities.

7. LCP reserves the right to use in common with GAF Corporation that portion of the flume and outfall ditch located on Sections 1, 2 and 3 as shown on the Exhibit attached hereto for the purpose of disposal of its waste water effluent into the Arthur Kill. LCP grants to Kuehne the right to use in common with it and GAF Corporation that portion of the flume and outfall ditch located on LCP's lands running over, through and across LCP's lands to the Arthur Kill for the purpose of disposal of Kuehne's waste water effluent into the Arthur Kill. The right to use the said flume and outfall ditch is subject to the terms of an Agreement to Discharge into Flume and Outfall Ditch which LCP and GAF Corporation intend to execute pursuant to the terms of their Agreement dated June 16, 1972. LCP agrees with Kuehne to grant to Kuehne a substitute right of way in lieu of the right to use the flume and outfall ditch to install and

maintain a pipeline for the purpose of disposal of Kuehne's waste water effluent into the Arthur Kill at such location and on such terms and conditions as shall be mutually agreeable.

8. Kuehne grants to LCP and its officers, agents, employees, tenants, patrons, invitees, successors and assigns a right of way over, through and across Sections 2 and 3 to reconstruct, operate and maintain the pipe racks owned by LCP presently located thereon.

9. Kuehne grants to LCP and its officers, agents, employees, tenants, invitees, successors and assigns a right of way over, through and across a thirty (30) foot strip of land along the southerly boundary of Section 3 for ingress and egress by vehicle and on foot to the electrical substation located on LCP's lands to the southwest of Section 3.

10. Kuehne grants to LCP and its officers, agents, employees, tenants, patrons, invitees, successors and assigns a right of way over, through and across the northerly portion of Section 3 for the operation and maintenance of the GAFRAC facility presently located thereon.

11. It is understood and agreed that the parties shall have joint use of 221 Building which is located on Section 1 and that such use shall be for such period of time and on such other terms and conditions as shall be mutually agreeable to the parties.

12. The respective rights, rights of way and easements herein granted are granted subject to grants, conveyances,

easements and rights of way heretofore made to others or which it is contemplated are to be made by and between LCP and GAF Corporation pursuant to the Agreement between them dated June 16, 1972.

13. Except as hereinabove provided with respect to Linde Road, LCP and Kuehne shall each be responsible for maintenance of the roadways, conduits, pipelines, poles and power lines hereinabove referred to which lie within their respective lands.

14. The rights, rights of way and easements granted herein shall take effect on the first day of the month after LCP acquires title to the Premises of which Sections 1, 2 and 3 are a part from GAF Corporation.

15. The rights, rights of way and easements granted herein shall terminate on the same date that the Lease of even date herewith between LCP and Kuehne for Sections 1, 2 and 3 terminates, unless Kuehne exercises the option to purchase granted to it under Paragraph 6 of the said Lease in which event the rights, rights of way and easements herein granted shall continue until terminated by mutual agreement by the parties, or their respective successors and assigns.

16. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of LCP and Kuehne.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

W.C. Calvert

LINDEN CHLORINE PRODUCTS, INC.

By

C.A. Harnisch

President

ATTEST:

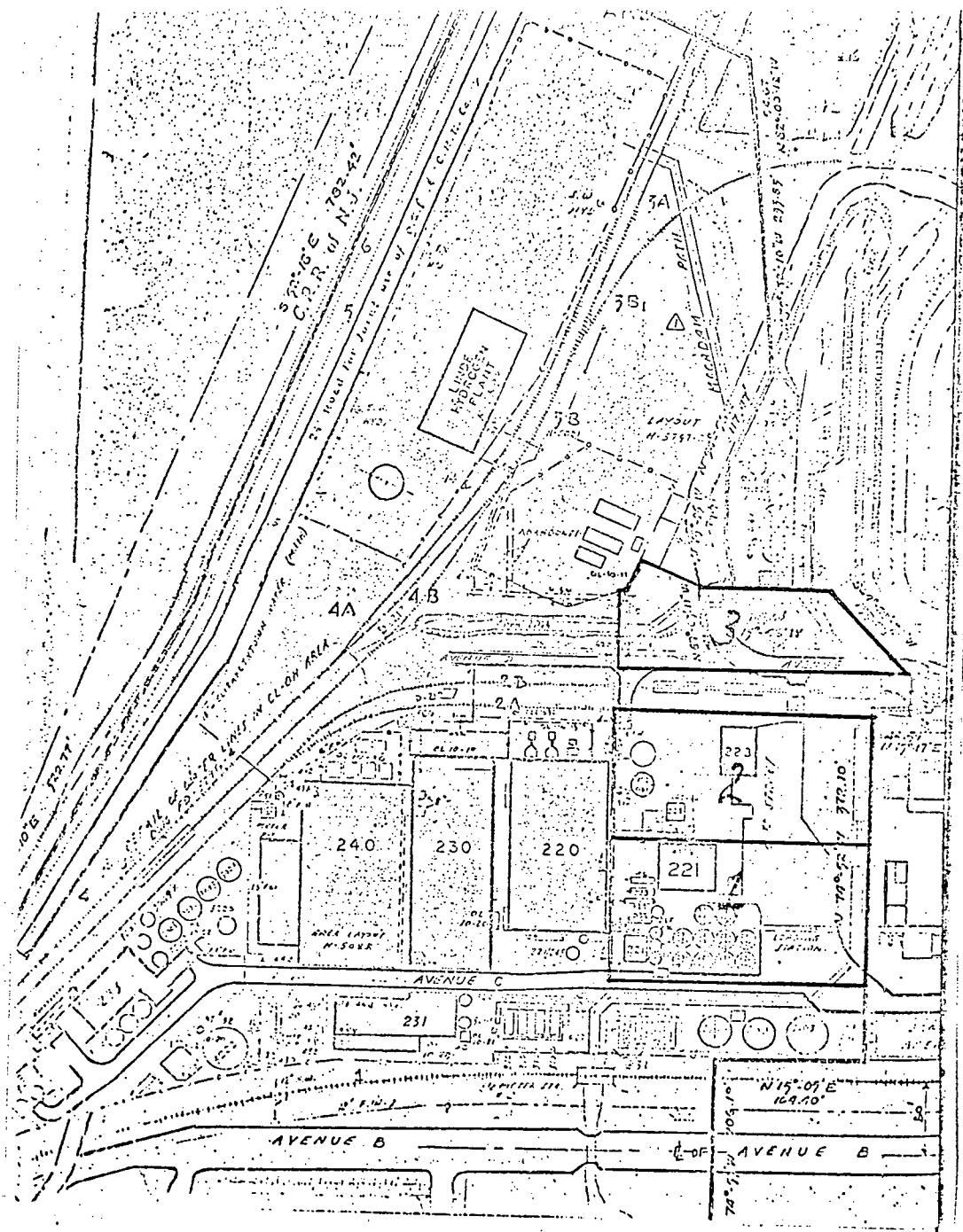
Robert J. Shultz

KUEHNE CHEMICAL COMPANY, INC.

By

Peter R. Kudrinski

President



3093 342

STATE OF NEW JERSEY)
COUNTY OF Union) SS:

BE IT REMEMBERED, that on this 21st day of July, 1972, before me, the subscriber, *an Attorney-at-law of New Jersey* personally appeared W. C. Calvert, Jr., who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Assistant Secretary of Linden Chlorine Products, Inc., the corporation named in the within instrument; that C. A. Hansen, Jr., is the President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that the deponent well knows the corporate seal of said corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said President as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

W. C. Calvert, Jr.
W. C. Calvert, Jr.

Sworn to and subscribed before
me, the date aforesaid.

John Kandrany

EX 3093 PG 343

STATE OF NEW JERSEY)
COUNTY OF UNION) SS:

BE IT REMEMBERED, that on this 7/31 day of July, 1972, before me, the subscriber, A NOTARY PUBLIC OF NEW JERSEY personally appeared ROBERT J. SCHULZ who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of Kuehne Chemical Company, Inc., the corporation named in the within instrument; that Peter R. Kuehne is the President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation, that deponent well knows the corporate seal of said corporation, and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said President as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Robert J. Schulz Sec. Inc.

Sworn to and subscribed before me, the date aforesaid.

Brian C. Freisinger
BRIAN C. FREISINGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 19, 1976

Prepared by: John Kandrav

3093 PG 344

Shawley & Fisher
550 Broadway
New York, N.Y.

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Q.A.

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EX 3093 PG 345

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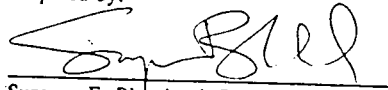
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DECLARATION OF ENVIRONMENTAL RESTRICTIONS

95 MAR 31 AM 11:57

JOHN J. LAJOPPI
REGISTER

Prepared by:


Suzanne E. Blanchard, Esquire

This Declaration of Environmental Restrictions, made as of the 23RD day of SEPTEMBER 1994, by LCP Chemicals New Jersey, A Division of Hanlin Group, Inc. (formerly LCP Chemicals & Plastics, Inc.) of Raritan Plaza II, Raritan Center, Edison, New Jersey 08818, together with its successors and assigns (collectively "Owner").

WITNESSETH:

WHEREAS, Owner is the owner in fee simple of certain real property (the "Property") designated as Lot 3, Block 587 on the tax map of the City of Linden, Union County, more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the New Jersey Department of Environmental Protection and Energy ("Department") has issued a remedial approval in ECRA/ISRA Case Number 90367, Linde Gases of the Mid-Atlantic, concerning the Property in which the Department has approved the use of nonresidential soil standards, institutional controls, and engineering controls in accordance with P. L. 1993 c. 139 (S-1070); and

WHEREAS, this Declaration itself is not intended to create any interest in real estate in favor of the Department, nor to create a lien or encumbrance against the Property, but merely is intended to reflect the regulatory and statutory obligations imposed as a condition of using nonresidential standards; and

WHEREAS, the area described on Exhibit B attached hereto and made a part hereof (the "Identified Area") contains contaminants;

WHEREAS, the type, concentration and specific location of the contaminants are described on one or more diagrams, maps and/or tables on Exhibit B attached hereto and made a part hereof; and

WHEREAS, to prevent the potential for unacceptable risk of exposure to the contamination of humans or the environment, the Identified Area is and will remain paved, and the location of the paving is shown in Exhibit B; and

WHEREAS, in accordance with the remedial approval, and in consideration of the terms and conditions of the remedial approval, and other good and valuable consideration Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose

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restrictions upon the use of the Property, and to restrict certain activities at the Property, as set forth below; and

WHEREAS, Owner intends to notify all interested parties that such regulatory and statutory restrictions shall be binding upon and enforceable against Owner and Owner's successors and assigns while such own and/or operate at the Property.

NOW, THEREFORE, Owner agrees to be subject to the regulatory and statutory requirements applicable to those who seek to remediate property to nonresidential direct contact soil cleanup criteria and hereby notifies all interested parties, owners, and operators that the applicable regulations and statutes require of Owner and operators while owning or operating the Property as follows:

1. RESTRICTED USES.

(a) Owner, and all operators of the Identified Area (as described on Exhibit B), shall allow only nonresidential use of such Identified Area.

2. WRITTEN APPROVAL FOR PROJECTS INVOLVING ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES AT THE IDENTIFIED AREAS. Owner and operators shall not make, nor allow to be made, any alteration, improvement, or disturbance in, to, or about the Identified Area which creates an unacceptable risk of exposure to contamination to humans or the environment, or results in a disturbance of any engineering control designed to contain or reduce exposure to the contaminants, without first obtaining the express written consent of the Department, which consent shall be given or withheld at the reasonable discretion of Department. Nothing herein shall constitute a waiver of the Owner's obligation to comply with all applicable laws and regulations.

3. EMERGENCY PROJECTS. In the event of an emergency which presents a significant risk to human health, safety, or the environment, the application of Paragraph 2 above may be unilaterally suspended by the Owner, provided the Owner:

- (a) Immediately notifies the Department of the emergency;
- (b) Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;
- (c) Implements all measures necessary to limit actual or potential, present or future risk of exposure to the residual contamination to humans or the environment; and
- (d) Implements restoration of the disturbed areas to the preemergency conditions to the extent reasonably possible, and provides a report to the Department of such emergency efforts.

4. EXEMPTED PROJECTS. Express written consent of the Department is not required for any alteration, improvement, or disturbance that:

(a) provides for restoration of any disturbance of an engineering control to pre-disturbance conditions within sixty days of completion of the project causing such disturbance, and

(b) does not create contaminant levels above those specified in Exhibit B, provided that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance.

5. NOTICE TO LESSEES AND OTHER HOLDERS OF PROPERTY INTERESTS.

(a) Owner shall cause all leases, grants, and other written transfers of interest by the Owner in the Property to contain a provision expressly requiring all holders thereof to take the Property subject to the use restriction and not to violate any of the conditions of this Declaration of Environmental Restrictions.

(b) Nothing contained in this paragraph 5 shall be construed as limiting any obligation of Owner to provide any notice required by any law, regulation, or order of any governmental authority.

6. ENFORCEMENT OF VIOLATIONS. The restrictions provided herein are for the benefit of the Department and shall be enforceable against any person who knowingly violates this Declaration, solely by the Department. A violation of this Declaration of Environmental Restrictions shall not have an adverse impact on the status of the ownership of and title to the Property. To enforce violations of this Declaration of Environmental Restrictions, the Department may initiate an action in Superior Court or as otherwise allowed by law against any person who is in any way responsible for a violation hereof and seek all available remedies, including without limitation, penalties and injunctive relief. Such enforcement proceedings shall not be initiated against past Owners or operators who have not violated this Declaration.

7. SEVERABILITY. If any court or other tribunal determines that any provision of this Declaration is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event that the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this Declaration shall remain in full force and effect.

8. **SUCCESSORS AND ASSIGNS.** This Declaration shall be binding upon Owner and upon Owner's successors and assigns, and the Department, its agents, contractors, and employees, and to any other person performing remediation under the direction of the Department.

9. **TERMINATION AND MODIFICATION.**

(a) This Declaration shall terminate only upon filing of an instrument, executed by the Department, in the office of the Register of Deeds and Mortgages of Union County, New Jersey, expressly terminating this Declaration.

(b) Owner may request in writing at any time that the Department modify or terminate this Declaration of Environmental Restrictions or execute termination proceedings based on, for example, the Owner's proposal that the property does not pose an unacceptable risk to human health or the environment. Within 90 calendar days after receiving the request the Department shall either:

- i. execute the termination or modification of this Declaration; or
- ii. issue a draft notice of intent to deny.

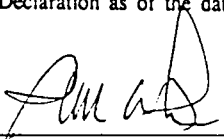
The Department shall set forth in a draft notice of intent to deny the request its basis for its decision. The Owner can respond to the draft denial by providing new or additional information or data. The Department shall review any such new or additional information and issue a final decision to execute the agreement or deny the request within 60 calendar days of the Department's receipt of the Owner's response.

IN WITNESS WHEREOF, Owner has executed this Declaration as of the date first written above.

ATTEST:

LCP CHEMICALS NJ,
A DIVISION OF HANLIN
GROUP, INC.

By:

 Actg CEO

RANDALL HANSEN, ACTING CHIEF
EXECUTIVE OFFICER

By:

- 5 -

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STATE OF NEW JERSEY

SS.:

COUNTY OF UNION

I certify that on 23, 1994, RANDALL HANSEN personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Acting Chief of Hanlin Group, Inc., the corporation named in this document;
EXECUTING OFFICER
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the president of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act and was duly authorized;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn before me on this 23rd

day of September, 1994.

Lynne C Wagner
Notary Public

LYNNE C WAGNER
A Notary Public of New Jersey
My Commission Expires October 19, 1998

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DB4228-0131

Exhibit A

STATE OF NEW JERSEY

SS.:

COUNTY OF UNION

I certify that on 23, 1994, RANDALL HANSEN personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the ACTING CHIEF of Hanlin Group, Inc., the corporation named in this document;
EXECUTIVE OFFICER

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the president of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act and was duly authorized;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn before me on this 23rd

day of September, 1994.

Lynne C. Wagner
Notary Public

LYNNE C. WAGNER
A Notary Public of New Jersey
My Commission Expires October 19, 1998

DB4228-0130

STATE OF NEW JERSEY

SS.:

COUNTY OF UNION

I certify that on 23, 1994, RANDALL HANSEN personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the ACTING CHIEF of Hanlin Group, Inc., the corporation named in this document;
EXECUTIVE OFFICER
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the president of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act and was duly authorized;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn before me on this 23rd

day of September, 1994.

Lynne Wagner
Notary Public

LYNNE C. WAGNER
A Notary Public of New Jersey
My Commission Expires October 19, 1998

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DB4228-0131

Exhibit A

Description of Property to be Conveyed
to Linden Chlorine Products, Inc.
by GAF Corporation
City of Linden, Union County, New Jersey

BEGINNING at the terminus of the Second Course of the Second Tract in a deed from Central Railroad Company of New Jersey to General Aniline & Film Corporation dated January 19, 1967, and recorded on January 20, 1967 in Deed Book 2794 on Page 745 in the Union County Register's Office; Thence

- (1) North 58°-57'-30" East, seventeen feet (17.00) to a point; Thence
- (2) North 31°-02'-30" West, three hundred ten feet and fifty eight one-hundredths of a foot (310.58) to a point;
- Thence (3) North 28°-58'-40" West, eighty seven feet and seven one-hundredths of a foot (87.07) to a point of curve;
- Thence (4) Curving to the right along a curve having a Radius of three hundred forty feet and ninety one one-hundredths of a foot (340.91) an arc distance of one hundred fifty three feet and twenty five one-hundredths of a foot (153.25) to a point of tangency;
- Thence (5) North 3°-13'-20" West, sixty nine feet and thirty two one-hundredths of a foot (69.32) to a point;
- Thence (6) Curving to the right along a curve having a Radius of one thousand four hundred seven feet and sixty nine one-hundredths of a foot (1,407.69) an arc distance of one hundred ninety five feet and seventy one one-hundredths of a foot (195.71) to a point;
- Thence (7) North 75°-50'-28" East, two hundred nineteen feet and seventy four one-hundredths of a foot (219.74) to a point;
- Thence (8) South 64°-52'-17" East, nine hundred eighty three feet and twelve one-hundredths of a foot (983.12) to a point in the Pierhead and Bulkhead line of the Arthur Kill;
- Thence (9) North 2°-42'-17" West, along the said Pierhead and Bulkhead line of the Arthur Kill, eighty six feet and forty one-hundredths of a foot (86.40) to a point;
- Thence (10) North 18°-11'-43" East, continuing along the said Pierhead and Bulkhead line of the Arthur Kill, forty three feet and ninety two one-hundredths of a foot (43.92) to a point;
- Thence (11) North 64°-52'-17" West, six hundred five feet and twenty seven one-hundredths of a foot (605.27) to a point of curve;
- Thence (12) Curving to the right along a curve having a Radius of two hundred fifty feet (250.00) an arc distance of one hundred ninety five feet and forty two one-hundredths of a foot (195.42) to a point of tangency;
- Thence (13) North 20°-05' West, five hundred seventy five feet and one one-hundredth of a foot (575.01) to a point;
- Thence (14) North 74°-55' West, two hundred six feet and nineteen one-hundredths of a foot (206.19) to a point;

- Thence (15) North 15°-05' East, one hundred sixty four feet and forty one-hundredths of a foot (164.40) to a point;
- Thence (16) North 74°-52' West, three hundred seventy two feet and ten one-hundredths of a foot (372.10) to a point;
- Thence (17) North 15°-17' East, forty four feet and fifty nine one-hundredths of a foot (44.59) to a point;
- Thence (18) North 74°-55' West, twenty seven feet and eighty four one-hundredths of a foot (27.84) to a point;
- Thence (19) South 64°-23'-30" West, one hundred thirty three feet and twenty eight one-hundredths of a foot (133.28) to a point;
- Thence (20) South 15°-46' West, one hundred three feet (103.00) to a point;
- Thence (21) North 87°-03'-11" West, forty one feet and eighty nine one-hundredths of a foot (41.89) to a point;
- Thence (22) North 75°-25' West, seventy five feet and fifty four one-hundredths of a foot (75.54) to a point;
- Thence (23) North 54°-56' West, one hundred seventeen feet and forty seven one-hundredths of a foot (117.47) to a point;
- Thence (24) North 79°-38'-10" West, two hundred thirty three feet and eighty three one-hundredths of a foot (233.83) to a point;
- Thence (25) North 82°-00'-12" West, ninety four feet and sixty seven one-hundredths of a foot (94.67) to a point;
- Thence (26) South 37°-56' West, three hundred feet (300.00) to a point in the Sixth Course of the First Tract in the recorded deed mentioned hereinbefore;
- Thence (27) South 52°-18' East, along part of said Sixth Course in the recorded deed mentioned hereinbefore, seven hundred eighty two feet and forty two one-hundredths of a foot (782.42) to a point;
- Thence (28) South 46°-03'-10" East, along the Seventh Course in the recorded deed mentioned hereinbefore, five hundred twenty two feet and seventy seven one-hundredths of a foot (522.77) to a point;
- Thence (29) South 31°-07'-30" East, three hundred twenty feet and sixty five one-hundredths of a foot (320.65) to a point;
- Thence (30) South 58°-52'-30" West, two feet and ninety six one-hundredths of a foot (2.96) to point;
- Thence (31) South 31°-02'-30" East, five hundred thirty feet (530.00) to the point and place of BEGINNING.

Easements and Other Agreements

Reservation by Central Railroad of New Jersey of the right of ingress and egress in common with GAF Corporation and others, over a 24 foot wide driveway, in Deed Book 2356, Page 634, in Union County. Union Carbide and Carbon Corporation (Linde Division) has been granted a right to use said driveway.

Grant of easement to Elizabethtown Water Company, in Deed Book 2739, Page 990, and in Deed Book 2917, Page 226, in Union County, New Jersey.

Grant of easement to Elizabethtown Consolidated Gas Company in Deed Book 2608, Page 138, and in Deed Book 2611, Page 213, in Union County, New Jersey.

Grant of right of way and easement to City of Linden, in Deed Book 533, Page 233, Deed Book 533, Page 589, Deed Book 588, Page 499, and relocated in Deed Book 2681, Page 225, Deed Book 2924, Page 209, and Deed Book 2946, Page 162, in Union County, New Jersey.

Sidetrack agreements and the operating agreement between The Central Railroad Company of New Jersey and General Aniline & Film Corporation, in Deed Book 2795, Page 925. The parties understand that sidetrack agreements and operating agreement or agreements are being prepared by The Railroad Company to cover railroad tracks on respective lands of parties.

Grant to Linden Roselle Sewerage Authority in Deed Book 1898, Page 168, in Union County, New Jersey.

Grants of rights of way to Elizabethtown Water Company for 12 inch water line along and east of former Sound Shore Railroad Company. (Not recorded.)

Grant to Union Carbide and Chemical Company of a right of way for a nitrogen pipeline, dated November 3, 1967, recorded January 2, 1968, in Deed Book 2821, Page 929.

Railroad License Agreement and Road Agreement in Deed Book 1847, Page 79, in Union County, New Jersey.

Rights granted to the Linden Roselle Sewerage Authority for a 24 inch force main and 30 inch storm sewer.

Agreements, dated January 17, 1956, April 6, 1970 and January 27, 1971, with Public Service Company of New Jersey relating to certain encroachments and for rights to install electric lines and to install road lighting on poles along the road and in the area of the substation.

Lease agreement with Union Carbide & Carbon Corporation dated March 22, 1957 as amended and grant of easement rights to Union Carbide & Carbon Corporation for hydrogen, steam, brackish water, fresh water pipelines and sewer lines. (Not recorded.)

The rights, easements and rights of way granted pursuant to the Agreement of June 16, 1972 between the parties and to be executed at the Closing.

Easement Agreement with Central Railroad of New Jersey in Deed Book 2771, Page 858, in Union County.

Easement Agreement with Sinclair Refining Company in Deed Book 2802, Page 542, in Union County.

Assignment Agreement in Deed Book 2802, Page 839, in Union County.

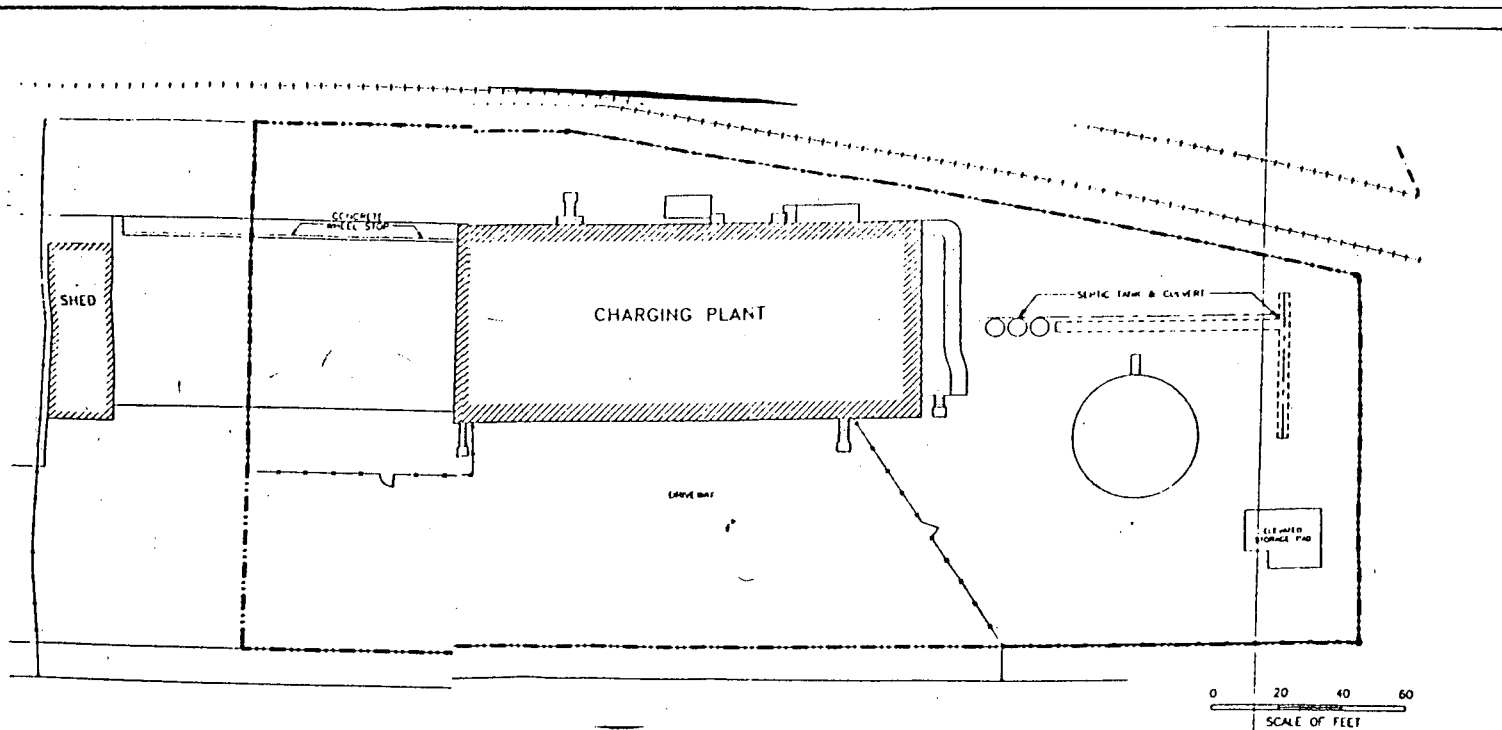
Pipeline Easement in Deed Book 2821, Page 929, in Union County.

Grant to Elizabethtown Gas Company in Deed Book 2909, Page 697, in Union County.


NO. 1000-1000-1000-1000-1000

0B4228-0136

Exhibit B



- LEGEND**
- CURRENT LOT LINE
 - FENCE LINE
 - BLOCK LINE
 - RAILROAD
 - NEW ASPHALT

0	8/21/84	DESIGNED DRAWING	REVISED	PD	✓	PD
REV. 8	DATE	DESCRIPTION OF REVISION	REV. BY	ENG.	AND BY APPROV.	
PROJECT NUMBER	8-21-84	DRAWN BY	MS. WARDEN	SA		
 INTERNATIONAL TECHNOLOGY CORPORATION						
FIGURE 3 AS BUILT OF FACILITY LAYOUT UNIDE FACILITY UNICEN, NEW JERSEY Prepared For: PRAXAIR, INC. IOLAWANDA, NEW YORK PROJECT No. 529328 JULY 1994						
LAYER(S)	DATE	DATE	DATE	DATE	DATE	DATE
FIGURE 1	8/8/80	8/8/80	8/8/80	8/8/80	8/8/80	8/8/80

084228-0137

LEGEND

--- LOT LINE

--- FENCE LINE


--- BLOCK LINE

--- MAN POINT

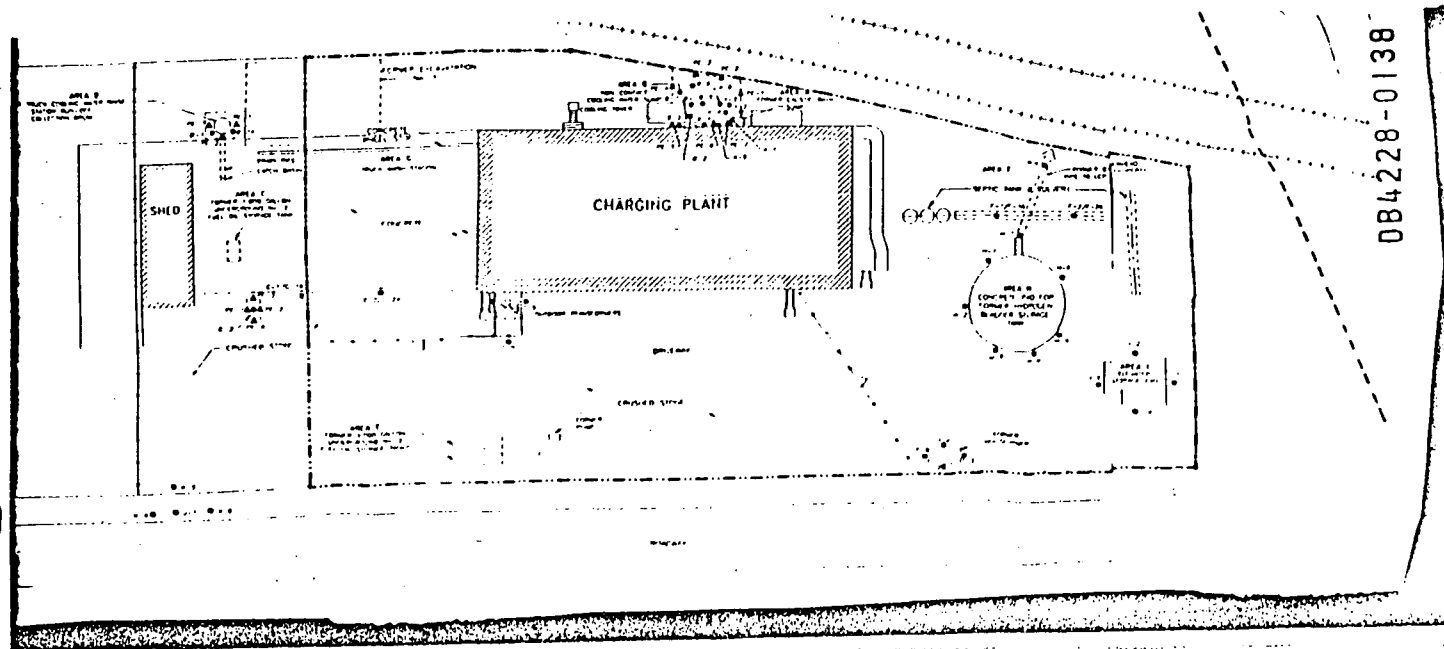
▲ POST EXCAVATION SOIL SAMPLE LOCATION

● SOIL SAMPLE LOCATION

PERIMETER EXCAVATION

0	6/21/94	DEVELOPED DRAWING	EW	PD	PD
REV. #	DATE	DESCRIPTION OF REVISION	REV. BY	ENG	CHWD BY/APPVD BY
PROJECT MANAGER		P. DIMAKOS		C. PARRY BY M. S. MABACH, SR.	
 INTERNATIONAL TECHNOLOGY CORPORATION					
FIGURE 2 FACILITY LAYOUT WITH AREAS OF CONCERN, SOIL SAMPLING LOCATIONS AND ANALYTICAL RESULTS Prepared For: PRAXAIR, INC. TONAWANDA, NEW YORK PROJECT No. 529326 JUNE 1994					
LAYER(S)		DATE INITIATED		DRAWING NUMBER	
0		9/8/90		529326-E1	

0 20 40 60
SCALE OF FEET



DB4228-0138

DB4228-0140

RECORD AND RETURN TO:

Suzanne E. Blanchard, Esq.
COHEN, SHAPIRO, POLISHER, SHIEKMAN AND COHEN
Princeton Pike Corporate Center, Bldg. 4
1009 Lenox Drive
Lawrenceville, New Jersey 08648

014893

084228-0141

END OF DOCUMENT

446

AGREEMENT made this 17th day of January, 1974,

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street,
New York, New York 10020 (herein called "GAF")

and

NORTHVILLE LINDEN TERMINAL CORP.,
New Jersey corporation, c/o Epstein, Epstein,
Brown, Bosek & Turndorf, 33 West Grand Street,
Elizabeth, New Jersey 07202 (herein called
"NORTHVILLE");

RECEIVED
GENERAL COUNCIL
JAN 18 10 59 AM '74
2995
HUGH CHAMWELL
REGISTER

W I T N E S S E T H:

In consideration of the premises, the mutual promises
herein contained, and other valuable considerations, the parties
hereto agree as follows:

1. NORTHVILLE grants to GAF the right of access to
and the right to dock vessels ("vessels" as used herein shall include
barges) at the dock and wharfage facilities (Facilities) to be con-
structed by NORTHVILLE, substantially as indicated on drawings
by Simpson, Brown & Kenlan, Inc., CPT-1 et seq. dated June 12,
1972, last revised August 20, 1972, for the purpose of shipping and
receiving commodities and products for GAF, or for its account,
upon the terms and conditions hereafter set forth.

BK 2995PC 287

2. This Agreement shall become effective on the date hereof and shall continue so long as NORTHVILLE or its successors and assigns use and operate the Facilities but not longer than fifteen (15) years from the date that said Facilities are put in operation. If at anytime during said fifteen (15) year period NORTHVILLE or its successors and assigns discontinue the use and operation of the Facilities it shall give to GAF the first opportunity and right of first refusal to purchase same at a price and on the same terms and conditions to that which it has been offered by a bona fide offerer and such right shall be exercised by GAF within thirty (30) days after NORTHVILLE gives notice to GAF of such offer and if no such offer has been received the parties agree to negotiate in good faith for such sale and purchase.

3. NORTHVILLE will receive and tie up vessels of GAF, or for its account, at said Facilities, upon the following terms and conditions:

A. The Facilities shall be operated by NORTHVILLE to perform the functions agreed to be performed for the receipt and discharge of raw materials, chemicals and products from vessels operated by or for GAF on a 24-hour-a-day, 7-day week (including

BK 2995PG 288

holidays) basis. GAF shall notify NORTHVILLE at least ten (10) days in advance of scheduled arrival of any vessel for loading or unloading updated at 72 hours prior to scheduled arrival, and thereafter continuing notification of any subsequent changes. Notwithstanding any such advance notice, vessels shall be handled on a first come, first serve basis, except, however, that no vessel of GAF shall be entitled to remain dock-side for a period in excess of 24 hours. If vessels of GAF or vessels for its own account remain at dock-side in excess of 24 hours, GAF shall be liable for ensuing demurrage charges incurred by NORTHVILLE by reason of its inability to utilize said dock for its own purposes, unless such vessels remain at dock-side in excess of 24 hours because of a delay occasioned by the negligence or other acts of omissions of NORTHVILLE as described in the next following paragraph.

NORTHVILLE shall not be liable for any delays to GAF's vessels in loading or unloading, unless such delays are caused by NORTHVILLE's negligence, failure to accommodate such vessels in order of their arrival, or failure or omission to provide for loading or unloading in accordance with the provisions of this Agreement.

In the event that a delay in deliveries is caused as a result of the aforementioned acts or omissions of NORTHVILLE, and GAF incurs demurrage charges by reason thereof, NORTHVILLE's

sole liability shall be to refund the amount of demurrage charges actually incurred, provided that such liability shall commence to run only from the later of (1) the time specified in the notice of arrival, referred to above, of such vessel operated by or for GAF or (2) the time when such vessel shall notify NORTHVILLE that it is ready to dock. Notwithstanding the foregoing, if any such vessel operated by or for GAF shall not be ready to dock at the time specified in such notice and NORTHVILLE's Facilities are subject to prior commitments when such vessel operated by or for GAF shall be ready to dock, such liability for demurrage shall commence to run from the time when such Facilities shall be free from such prior commitments.

Upon completion of loading or unloading and ballasting operations, vessels operated by or for GAF shall sail promptly.

4. NORTHVILLE shall provide and arrange for line handling service for vessels operated by or for GAF. GAF shall provide the necessary equipment for loading or unloading of such vessels.

5. GAF shall pay NORTHVILLE as consideration for the furnishing of facilities and services provided for herein at a rate based on the then existing rate for similar facilities and

BK2995PC 299

services in the Port of New York, but not in excess of the lowest rate available in the Port of New York for such similar facilities and services

In addition thereto, if GAF requests special services which require additional labor GAF shall pay to NORTHVILLE a sum equal to 200% of the actual labor cost which NORTHVILLE shall be obligated to pay for labor utilized and required by it at the Facilities for the actual time spent in such special handling of GAF's products and vessels operated by or for GAF. NORTHVILLE agrees to maintain records relating to the time spent in special handling of GAF products and vessels and to permit GAF to examine such records upon request at reasonable times during normal business hours.

6. The parties recognize that the utilization of the Facilities by GAF may require minor modifications to the Facilities and the installation and operation thereon of special equipment for the handling of certain products of GAF. If such special equipment is required NORTHVILLE agrees, (i) to provide space, if available, for and to permit the installation and operation of such special equipment by GAF, at its expense, provided that the location and operation of such special equipment does not unreasonably interfere

BK 2995 PG 291

with the utilization of the Facilities by NORTHVILLE for its own purposes, and (ii) to permit employees and authorized representatives of GAF to enter upon the Facilities for the purpose of installing and operating such special equipment and to oversee the loading or receiving of products by or for GAF. Any special equipment installed by GAF shall remain the property of GAF even though attached to the Facilities and may be removed by GAF at its expense, at any time, provided that GAF shall be liable for any damage to the Facilities occasioned by such removal.

7. GAF and NORTHVILLE hereby release and discharge each other and agree to indemnify, protect and save harmless each other of and from any and all claims, demands and liability for any losses, damage or injury to, including the death of persons (whether they be third persons or employees of either of the parties hereto), and other like or different casualty to property (whether it be that of either of the parties hereto, or of third persons) caused by or growing out of or happening in connection with the use and occupancy of the Facilities or equipment or appliances located or to be located thereon, except when such injury or damage is caused by the sole negligence of the other party.

BK 2995PG 292

8. Neither party shall be liable for loss or damage to the other due to interruption of any means of transportation; acts of God, strikes, lockouts, difference among or with its workmen, fires, accidents, civil commotion, war conditions in this or any foreign country, mechanical breakdown in the wharfage facilities, notice of foreign or domestic or governmental authority, including but not limited to any system of priority controls, allocations or requisitions; any seizure or appropriation of any of NORTHVILLE's property, or of the management and operation thereof; or any other causes reasonably beyond either parties control, whether or not such cause shall be similar to any of the specifications of excuse hereinabove stated.

9. Both GAF and NORTHVILLE shall provide and maintain in effect Workmen's Compensation and employees' liability insurance covering its respective employees, provided, however, that either party shall be permitted to operate an authorized self insurance program under the New Jersey Workmen's Compensation Law. Both parties agree to obtain and maintain policies of liability insurance with limits of \$500,000 for death or injury to any one person injured, \$1,000,000 for any one accident, and \$500,000 for property damage. *Certificates by the insurance company or companies writing such* insurance shall be delivered by GAF to NORTHVILLE and by NORTHVILLE to GAF.

BK 2995PC 293

10. NORTHVILLE and GAF further agree that all vessels using the dock and wharfage facilities shall be berthed so that they face in a northerly direction or that they be moved from or to their berth to the channel of the Arthur Kill by tugboats.

11. Unless otherwise specified herein all notices hereunder shall be in writing and shall have been deemed duly given if and when deposited in the United States Certified Mail, postage prepaid, enclosed in an envelope addressed to the party to be notified at such party's address first above set forth; and the date upon which such notice is so mailed shall be treated as the date of service.

12. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

This Agreement constitutes a merger of all proposals, negotiations and representations with reference to the subject matter and provisions hereof, and may be altered, amended, or modified only in writing signed by a representative of NORTHVILLE authorized to sign this instrument and by a representative

of GAF likewise authorized.

IN WITNESS WHEREOF, the parties hereto have
caused this Agreement to be executed the day and year first above
written.

GAF CORPORATION

ATTEST:

Edward S. Menapace
Assistant Secretary

By *J. C. Zimmerman*
Executive Vice President

NORTHVILLE LINDEN TERMINAL CORP.

ATTEST:

Helen E. Ertter
Asst. Secy

By *[Signature]*
VICE - PRESIDENT

PREPARED BY
EDWARD S. MENAPACE.

BK 2995PG 295

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 17th day of January in the year of our Lord one thousand nine hundred and seventy-four before me, the subscriber, a Notary Public of the State of New York personally appeared E. S. Menapace who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the Assistant Secretary of GAF CORPORATION, one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by J. E. Zimmerman who was at the date and execution thereof, an Executive Vice President of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

E. S. Menapace
Assistant Secretary

Sworn and subscribed before me
the day and year above written.

Doris V. Gallotto
Notary Public

DORIS V. GALLOTTO
Notary Public, State of New York
No. 24-6450400
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1974

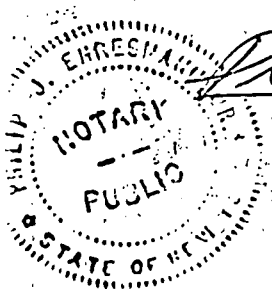
BK 2995PG 296

STATE OF NEW YORK)
) ss.:
(COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 17th day of January in the year of our Lord one thousand nine hundred and seventy-four before me, the subscriber, a Notary Public of the State of New York personally appeared HAROLD EPSTEIN who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the ASSISTANT SECRETARY of NORTHVILLE LINDEN TERMINAL CORP., one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by ELLIOT TURK who was at the date and execution thereof, the VICE PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

Harold Epstein

Sworn and subscribed before me
the day and year above written.



Philip J. Ehresmann Jr.
Notary Public

PHILIP J. EHRESMANN, JR.
Notary Public, State of New York
No. 41-6158325
Qualified in Queens County
Commission Expires March 30, 1974

BK2995PG 297

END OF DOCUMENT

over and the right to store cars on the railroad tracks located on

GAF's said land and designated as Tracks 5 and 6 on Exhibit D.

LCP agrees to provide breaks in the car storage on Track 2B to

provide access to GAF's buildings and roadways along the right of way.

Tracks 1, 3, 3A, 3B, 3B-1, 4, 4A, 4B, 5 and 6.

2. LCP hereby grants to GAF a right of way to use and to operate moving railroad equipment over the railroad tracks located on LCP's land in the City of Linden, Union County, New Jersey, and designated on Exhibit D as Tracks Nos. 1, 3, 3A, 3B, 3B-1, 4, 4A, 4B, 5 and 6, and the additional right to store cars on railroad Tracks 5 and 6.

General Provisions

3. The rights herein granted shall be subject to railroad sidetrack agreements between LCP and the Central Railroad Company of New Jersey and between GAF and the Central Railroad Company of New Jersey and an operating agreement among the three parties. LCP and GAF shall each be responsible for the maintenance and repair of the railroad tracks located on their respective lands except that LCP shall maintain the cables and pulleys used in connection with the car puller utilized in connection with Track 2B.

4. GAF hereby covenants and agrees to indemnify and hold harmless LCP and its successors and assigns against any and

BY 2954PC 313

all claims for damages arising out of or attributable to the use by GAF, its successors and assigns of any of the railroad tracks above referred to located on lands of LCP.

5. LCP hereby covenants and agrees to indemnify and hold harmless GAF and its successors and assigns against any and all claims for damages arising out of or attributable to the use by LCP, its successors and assigns of any of the railroad tracks above referred to located on lands of GAF.

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of GAF and LCP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

GAF CORPORATION.

By *Thomas A. Dent*
Vice President

W B Xewer
Secretary

LINDEN CHLORINE PRODUCTS, INC.

By *C. H. Harnish*
President

W C Galeart, Jr
Assistant Secretary

BK2954PC 314

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared STANLEY B. FEUER who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the SECRETARY of GAF CORPORATION, one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by THOMAS A. DENT who was at the date and execution thereof, a VICE PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

Stanley B. Feuer
Stanley B. Feuer
Secretary

Sworn and subscribed before me,
the day and year above written.

Violet R. Roncace
Notary Public

VIOLET R. RONCACE
NOTARY PUBLIC, State of New York
No. 93-662800
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

BK2954PC 315

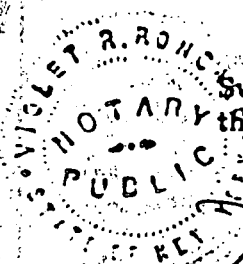
This instrument prepared by
Edward S. Menapace
140 West 51 Street
New York, New York 10020

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared WILLIAM C. CALVERT, JR. who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the ASSISTANT SECRETARY of LINDEN CHLORINE PRODUCTS, INC., one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by C. A. HANSEN who was at the date and execution thereof, the PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

WC Calvert Jr
William C. Calvert
Assistant Secretary

Sworn and subscribed before me,
the day and year above written.

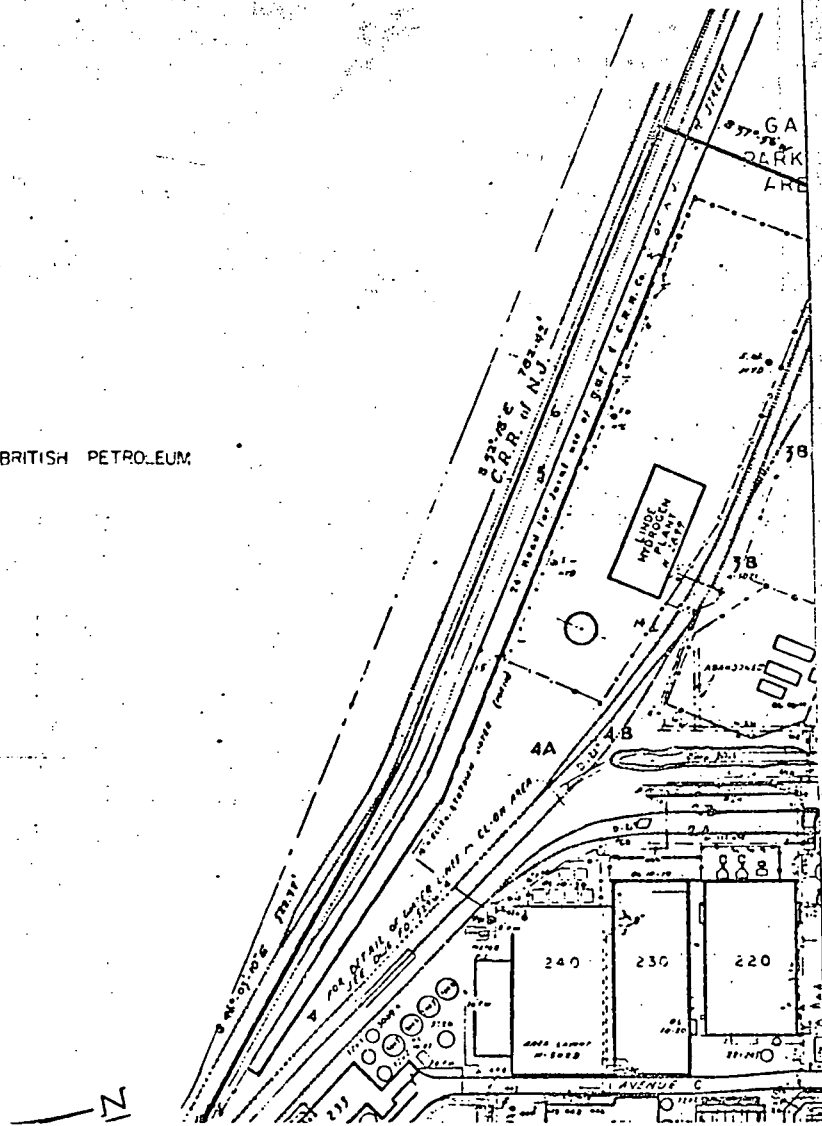


Violet R. Roncace
Notary Public

VIOLET R. RONCACE
NOTARY P. BLIC, State of New York
No. 03-8632830
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

BK2954PC 316

BRITISH PETROLEUM



8X2954PC 317

6/14/72

39373

AGREEMENT made this 24th day of August, 1972,

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street, New York,
New York 10020, (herein called "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a
Delaware corporation, having an office care of
Shanley & Fisher, 570 Broad Street, Newark,
New Jersey, (herein called "LCP");

W I T N E S S E T H:

In consideration of the payment of One (\$1.00) Dollar and
other good and valuable consideration and of the covenants of LCP
herein contained, GAF grants unto LCP, its successors and assigns,
its and their officers, agents, employees, tenants, patrons and
invitees, the right of way for ingress and egress, in common with
Central Railroad of New Jersey, Union Carbide Corporation (Linde
Division), GAF and others granted permission by GAF, with vehicles
and on foot over a roadway 24 feet in width, known as "Linde Road",
located on lands of GAF and running generally in a westerly direction
from lands of LCP to a private road which connects with a public road
known as Trembley Point Road in the City of Linden, Union County,
New Jersey. The present location of said roadway is set forth in

COUNTY OF UNION
CONSIDERATION none
REALTY TRANSFER FEE 284
DATE 8-25-72 BY [Signature]

BR 2954PC 284

Exhibit D annexed hereto and forming part hereof.

The aforesaid right of way is granted subject to grants, conveyances, easements and rights of way heretofore made to others.

GAF reserves for itself, its successors and assigns, the right, at its expense, to construct, operate and maintain, repair and remove for any purpose conduits, pipelines, poles and power lines of any kind, and bridges and passage ways of any kind over, upon, across and under the lands within the boundaries of said right of way and easement herein granted and to grant easements and rights of way to others for any of such purposes over, upon, across and under the lands within the boundaries of the said right of way provided same do not unreasonably interfere with use of said roadway by anyone entitled to use said roadway.

GAF reserves the right, exercisable at any time, or from time to time, to relocate in whole or part said right of way to another mutually acceptable location, provided such agreement to a location suggested by GAF shall not be unreasonably withheld.

If the said roadway is relocated the cost of construction of the

BY 2954PC 285

relocated roadway shall be borne by GAF.

GAF will maintain and keep the said roadway in good repair and apportion the cost of maintenance and repair among all users, including future users, thereof, except Central Railroad Company of New Jersey and GAF, on a fair and equitable basis having due regard to the amount of use and tonnage hauled over said roadway by each user. So long as the only regular permitted users of said roadway are Central Railroad of New Jersey, Union Carbide Corporation and LCP the cost of maintenance and repair of said roadway shall be borne by Union Carbide Corporation and LCP.

If GAF fails to make repairs to the said roadway or to commence such repairs within fifteen (15) days after notice from LCP, LCP shall have the right to enter upon lands of GAF and to make repairs to the said roadway at LCP's expense.

LCP hereby covenants and agrees to indemnify and hold harmless GAF against any and all claims for damages arising out of or attributable to the use or repair of the said roadway by LCP, its successors and assigns, its or their officers, agents, employees, tenants, patrons and invitees.

BK:2954PC 286

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of GAF and LCP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

GAF CORPORATION

By

Thomas A. Deas
Vice President

ATTEST:

W B X
Secretary

LINDEN CHLORINE PRODUCTS, INC.

By

W A Hansch
President

ATTEST:

WC Calvert Jr
Assistant Secretary

BK2954PC 287

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared STANLEY B. FEUER who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the SECRETARY of GAF CORPORATION, one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by THOMAS A. DENT who was at the date and execution thereof, a VICE PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

Stanley B. Feuer
Stanley B. Feuer
Secretary

Sworn and subscribed before me,
the day and year above written.

Violet R. Roncace
Notary Public

VIOLET R. RONCACE
NOTARY PUBLIC, State of New York
No. 03-86328 J
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

*This instrument prepared by
Edward S. Menapace
140 W. 51 Street
New York, New York 10020*

Bx 2954PC 288

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared WILLIAM C. CALVERT, JR. who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the ASSISTANT SECRETARY of LINDEN CHLORINE PRODUCTS, INC., one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by C. A. HANSEN who was at the date and execution thereof, the PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

WC Calvert, Jr.
William C. Calvert
Assistant Secretary

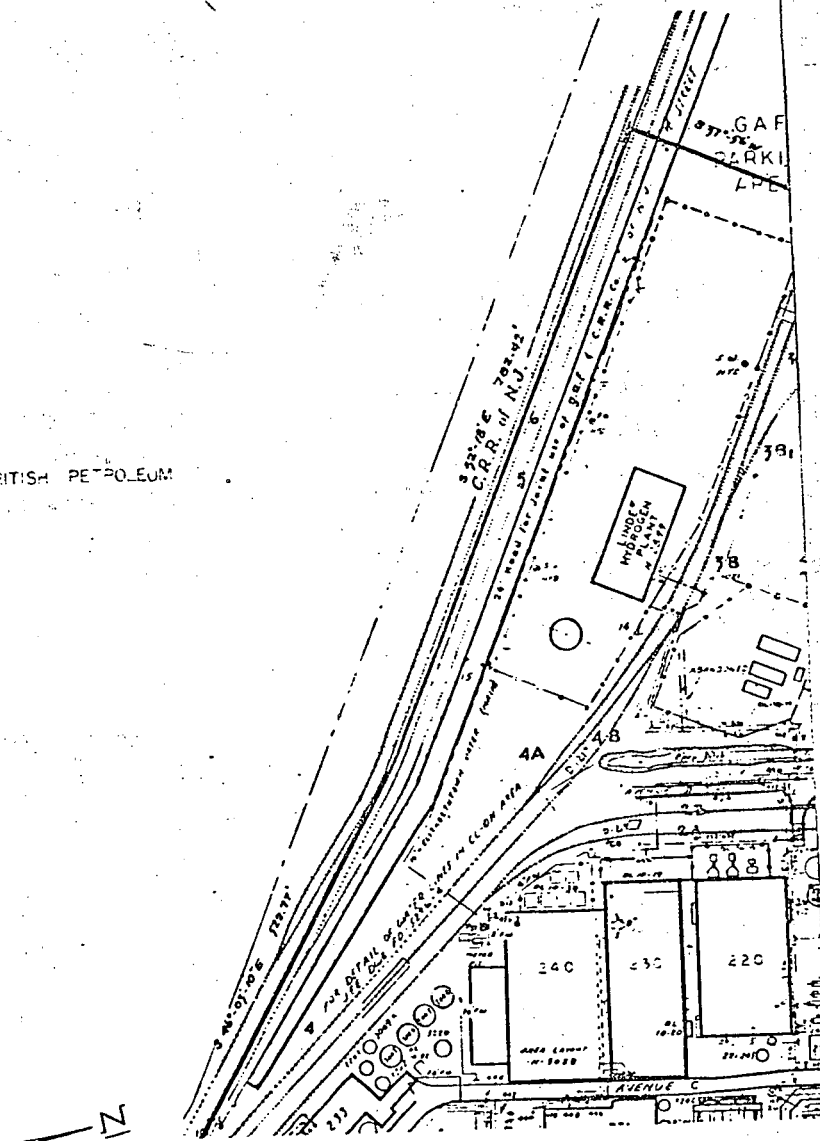
Sworn and subscribed before me,
the day and year above written.

Violet R. Roncace
Notary Public

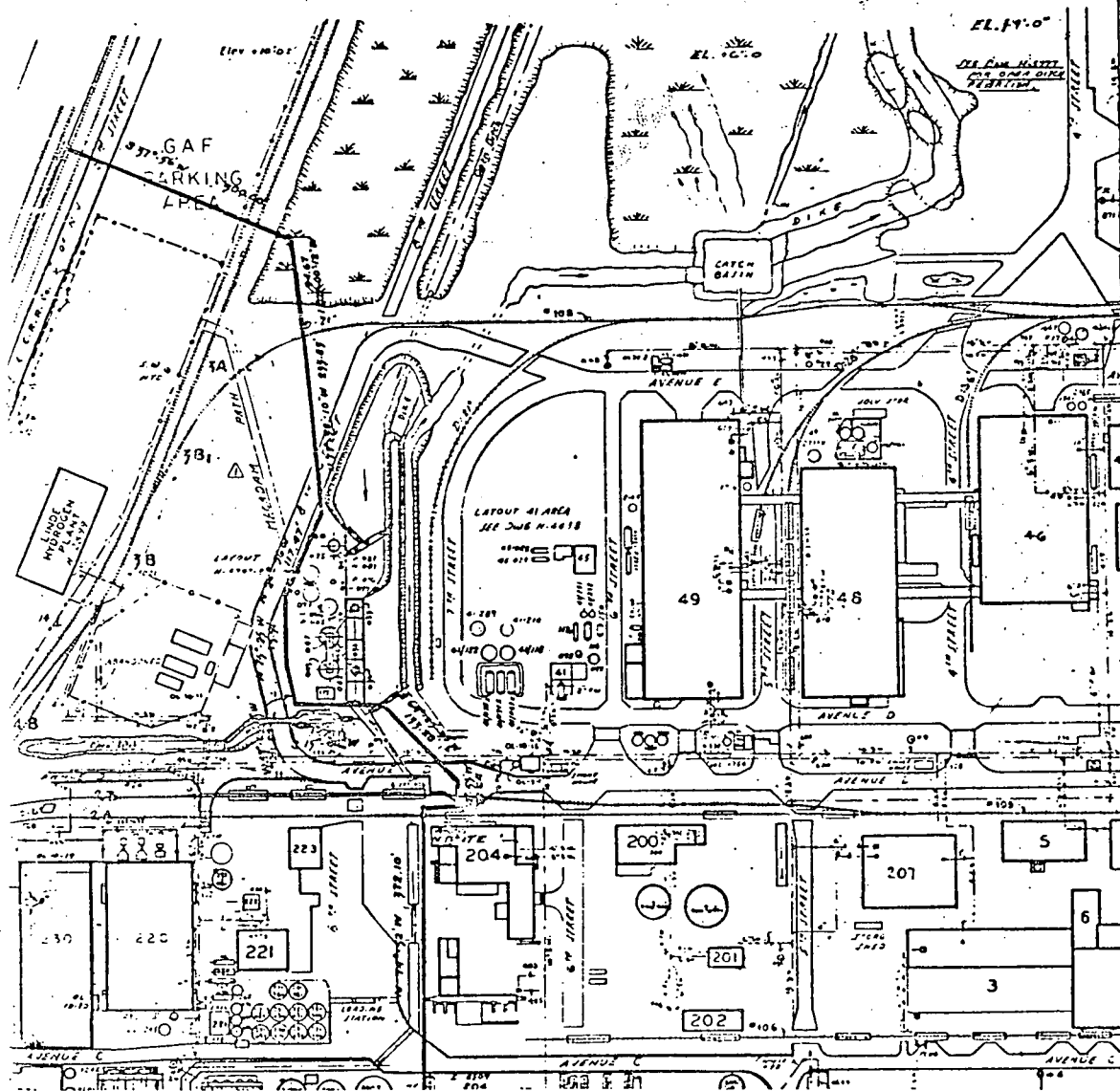
BK2954PG 289

VIOLET R. RONCACE
NOTARY PUBLIC New York
No. 03-00000 J
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1978

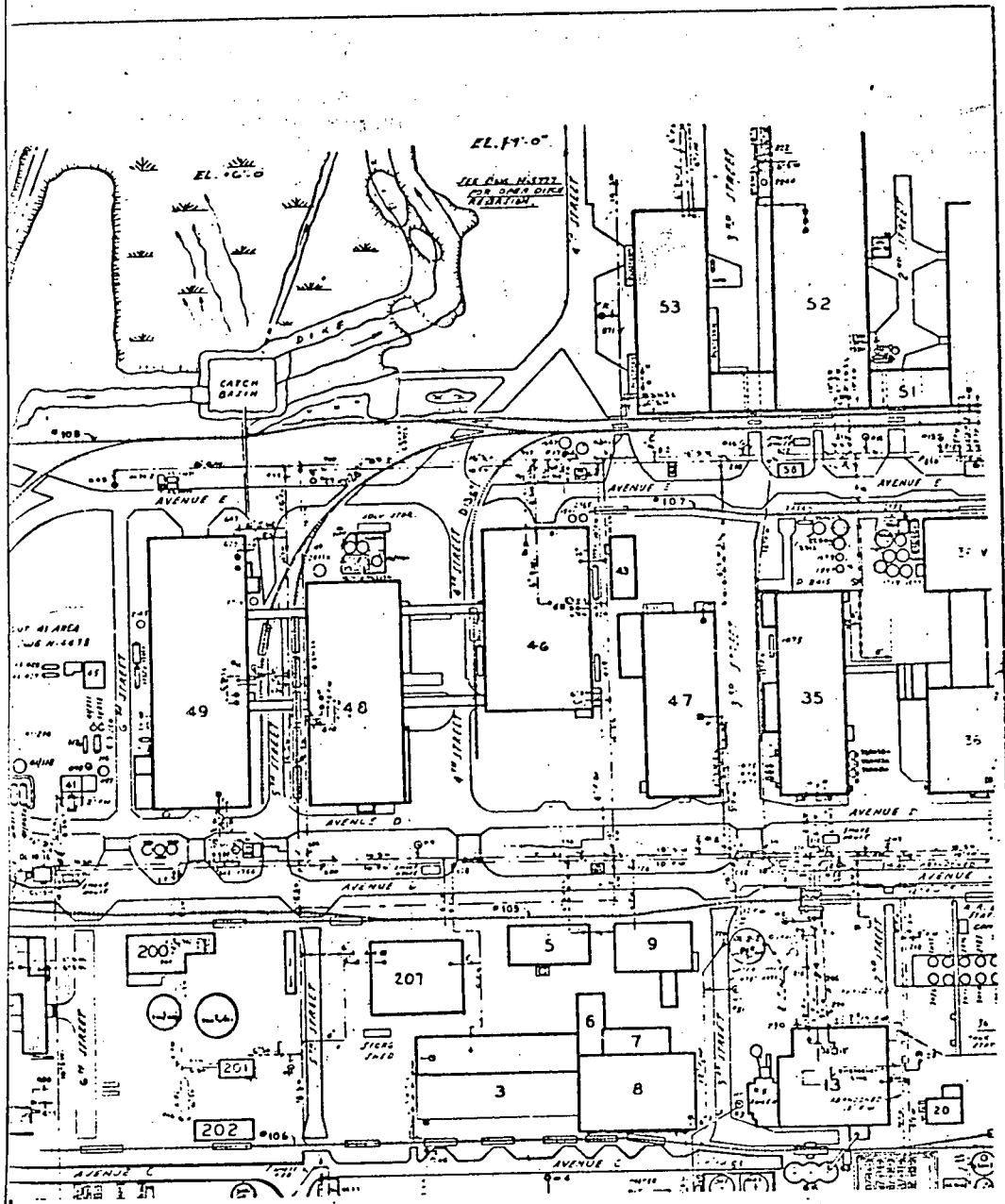
BRITISH PETROLEUM



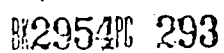
2954C 290

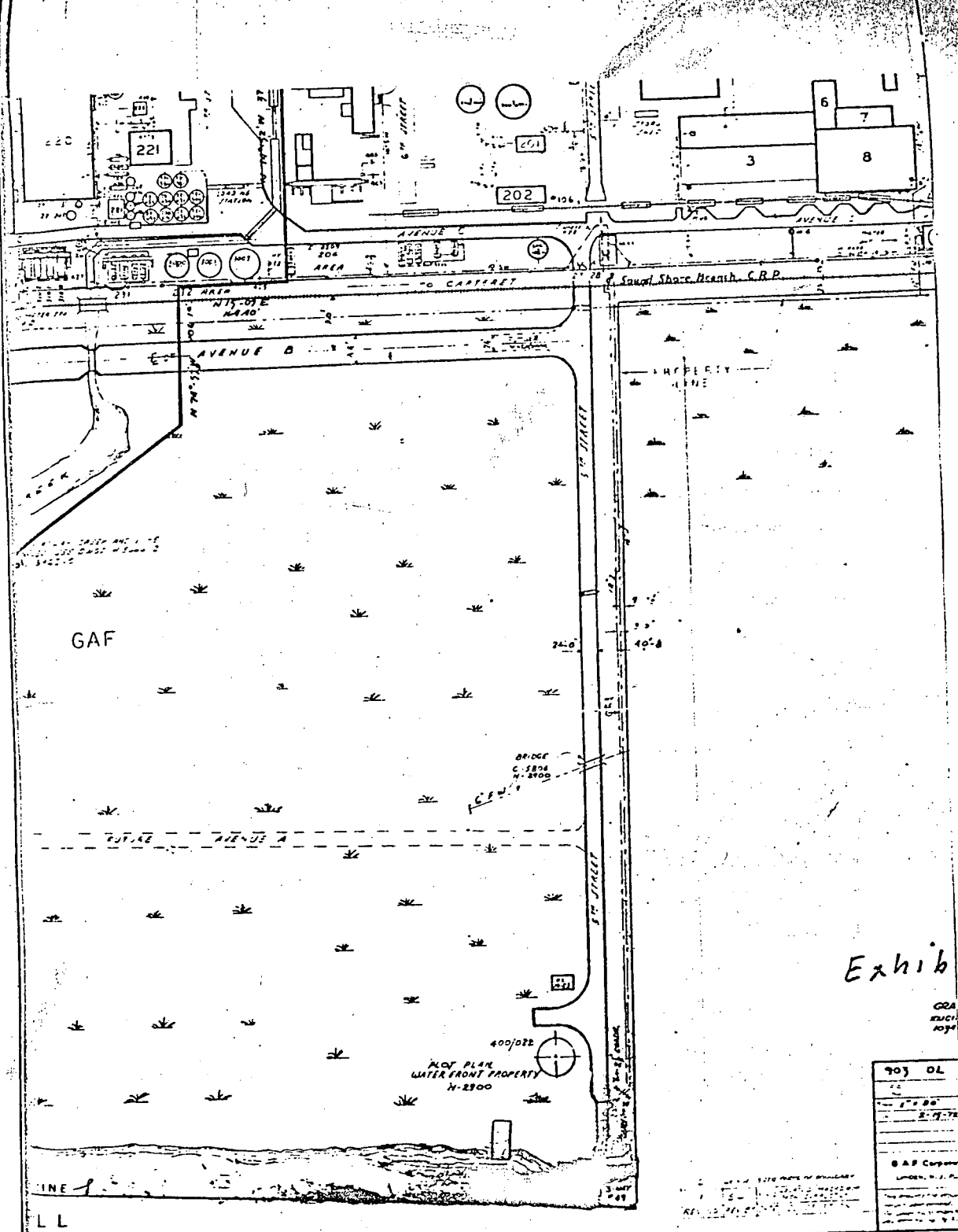


BK2954PC 291



BY 2954PC 292





Exhib

GRA
NICH
1094

903 01
1" = 80'
2" = 160'
3" = 240'
4" = 320'
5" = 400'
6" = 480'
7" = 560'
8" = 640'
9" = 720'
10" = 800'
11" = 880'
12" = 960'
13" = 1040'
14" = 1120'
15" = 1200'
16" = 1280'
17" = 1360'
18" = 1440'
19" = 1520'
20" = 1600'
21" = 1680'
22" = 1760'
23" = 1840'
24" = 1920'
25" = 2000'
26" = 2080'
27" = 2160'
28" = 2240'
29" = 2320'
30" = 2400'
31" = 2480'
32" = 2560'
33" = 2640'
34" = 2720'
35" = 2800'
36" = 2880'
37" = 2960'
38" = 3040'
39" = 3120'
40" = 3200'
41" = 3280'
42" = 3360'
43" = 3440'
44" = 3520'
45" = 3600'
46" = 3680'
47" = 3760'
48" = 3840'
49" = 3920'
50" = 4000'
51" = 4080'
52" = 4160'
53" = 4240'
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58" = 4640'
59" = 4720'
60" = 4800'
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62" = 4960'
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64" = 5120'
65" = 5200'
66" = 5280'
67" = 5360'
68" = 5440'
69" = 5520'
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71" = 5680'
72" = 5760'
73" = 5840'
74" = 5920'
75" = 6000'
76" = 6080'
77" = 6160'
78" = 6240'
79" = 6320'
80" = 6400'
81" = 6480'
82" = 6560'
83" = 6640'
84" = 6720'
85" = 6800'
86" = 6880'
87" = 6960'
88" = 7040'
89" = 7120'
90" = 7200'
91" = 7280'
92" = 7360'
93" = 7440'
94" = 7520'
95" = 7600'
96" = 7680'
97" = 7760'
98" = 7840'
99" = 7920'
100" = 8000'

BA2954PG, 294

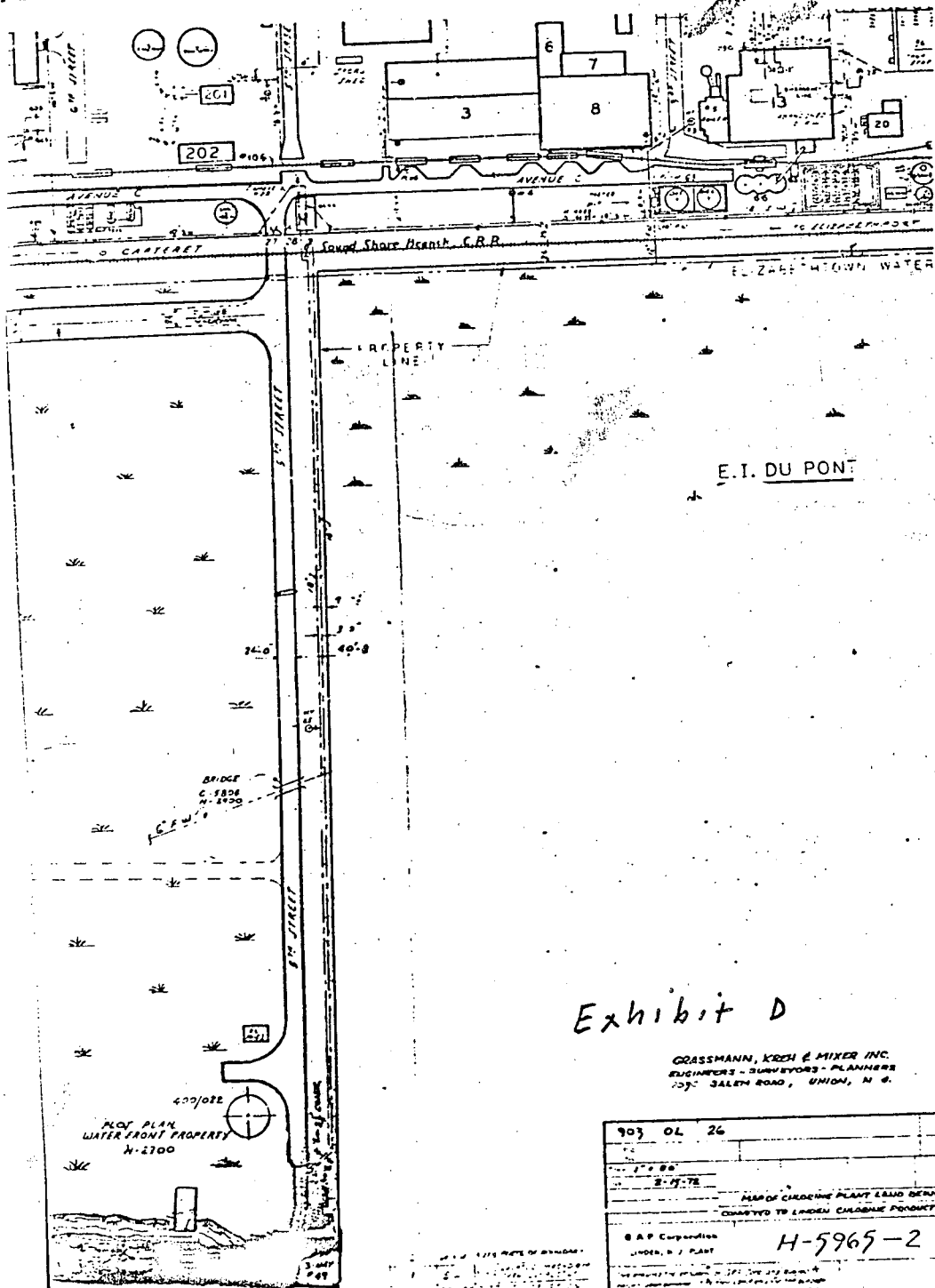


Exhibit D

GRASSMANN, KREH & MIXER INC.
ENGINEERS - SURVEYORS - PLANNERS
207 S. SALEM ROAD, UNION, N. C.

903	OL	26
1" = 50'		
2-17-78		
MAP OF CINCINNATI PLANT LAND BEING		
CONVEYED TO LARSEN CINCINNATI PRODUCTS INC.		
B A P Corporation		H-5965-2
UNION, N. C. PLANT		

BR2954PC 295
END OF DOCUMENT

ASSIGNMENT AGREEMENT

RECORDED & RETURNED
 UNION COUNTY, N.J.
 JAN 18 10 59 AM '74
 BOOK 2995 PAGE 298
 HUGH CALDWELL
 REGISTER

For good and valuable consideration GAF CORPORATION
 (GAF) does hereby assign, grant and transfer to NORTHVILLE
 LINDEN TERMINAL CORP. (NORTHVILLE), all of its right,
 title and interest in and to an agreement, dated August 24, 1972,
 between GAF Corporation and Linden Chlorine Products, Inc.
 (LCP), relating to a right of way and easement approximately
 120 feet in length and 50 feet in width, for the purposes therein
 set forth, through land located in the City of Linden, Union County,
 New Jersey, which was conveyed by GAF to LCP by Deed dated
 August 24, 1972. The agreement being assigned herein was
 recorded on August 25, 1972 in the Office of the Register of
 Union County, New Jersey, in Book 2954 of Deeds at Page 311.

NORTHVILLE accepts this Assignment subject to the
 provisions, terms and conditions set forth in said agreement of
 August 24, 1972 and agrees to be bound by all of the provisions,
 terms and conditions thereof.

BK 2995PC 298

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 17th day of January, 1974.

GAF CORPORATION

ATTEST:

Buenpace
Assistant Secretary

By

J. E. Zimmerman
Executive Vice President

NORTHVILLE LINDEN TERMINAL CORP.

ATTEST:

Harold Epstein
Asst. Secy.

By

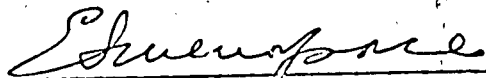
[Signature]
VICE - President

PREPARED BY:
EDWARD S. MENAPACE

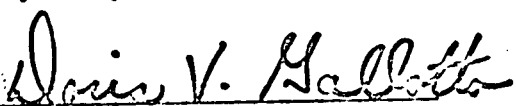
BK 2995PC 299

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 17th day of January in the year of our Lord one thousand nine hundred and seventy-four before me, the subscriber, a Notary Public of the State of New York personally appeared E. S. Menapace who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the Assistant Secretary of GAF CORPORATION, one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by J. E. Zimmerman who was at the date and execution thereof, an Executive Vice President of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.


Assistant Secretary

Sworn and subscribed before me
the day and year above written.


Notary Public

DORIS V. GALLOTTO
Notary Public, State of New York
No. 24-6450400
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1974

EX 299500 300

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 17th day of January in the year of our Lord one thousand nine hundred and seventy-four before me, the subscriber, a Notary Public of the State of New York personally appeared HAROLD EPSTEIN who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the ASSISTANT SECRETARY of NORTHVILLE LINDEN TERMINAL CORP., one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by ELLIOT TURK who was at the date and execution thereof, the VICE PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

Harold Epstein

Sworn and subscribed before me
the day and year above written.

Philip J. Ehresmann Jr.
Notary Public

PHILIP J. EHRESMANN, JR.
Notary Public, State of New York
No. 41-6158325
Qualified in Queens County
Commission Expires March 30, 1974

BK 2995PC 301

END OF DOCUMENT

41739

RECEIVED & RECORDED
UNION COUNTY, N.J.

AUG 23 10 47 AM '83

QUITCLAIM DEEDRICHARD L. HATFIELD
REGISTER

THIS DEED, made the 11th day of August, 1983, between KUEHNE CHEMICAL COMPANY, INC., a New Jersey corporation having an address at Hackensack Avenue, Kearny, New Jersey (hereinafter referred to as "Grantor") and LCP CHEMICALS & PLASTICS, INC., a New Jersey corporation having an address at Raritan Plaza II, Raritan Center, Edison, New Jersey (hereinafter referred to as "Grantee");

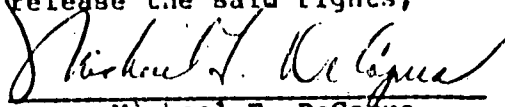
WHEREAS, by a certain Easement and Rights-of-Way Agreement, dated July 21, 1972, and recorded in the Office of the Register of Union County in Deed Book 3093, at page 335, Grantee did agree to grant to Grantor, its successors and assigns, certain rights, rights-of-way and easements concerning or affecting the premises owned by Grantee located in the City of Linden, County of Union, and State of New Jersey and more particularly described in Deed Book 3207, at page 82, Deed Book 3207, at page 93 and Deed Book 3207, at page 97, as the same appear in the Office of the Register of Union County, New Jersey (hereinafter referred to as the "Premises");

WHEREAS, pursuant to a certain Lease, dated July 21, 1972, by and between the parties hereto (the "Lease"), Grantee leased to Grantor a part of the Premises and, among other things, granted Grantor an option to purchase a part of the Premises; and

WHEREAS, Grantor has agreed to relinquish and release unto Grantee the aforementioned rights, rights-of-way, easements and option to purchase.

NOW, THEREFORE, that in consideration of the sum of \$10.00 the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents remise, release and forever quitclaim unto Grantee, and its successors and assigns, all rights, rights-of-way, easements and option to purchase as aforesaid granted, together with rights and privileges whatsoever which Grantor has in, over or upon the same to the intent that said rights, rights-of-way, easements and option to purchase may be forever extinguished; and that Grantee, its successors and assigns, may at all times enjoy the premises affected by, or over which said rights, rights-of-way, easements and option to purchase were granted, free and absolutely discharged therefrom. And Grantor, for itself, its successors and assigns, covenants with Grantee, its successors and assigns, that Grantor has good right to release the said rights,

Prepared by:


 Michael F. DeCapua

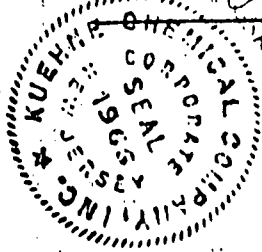
BK 3331 PG 219

rights-of-day, easements and option to purchase unto Grantee, its successors and assigns, in manner aforesaid; and also that Grantor and all persons rightfully claiming through or under Grantor shall and will, from time to time at all times hereafter, at the request and cost of Grantee, its successors or assigns, enter into, execute and perfect all such further releases for the further or more perfect releasing and confirming the said rights, rights-of-way, easements and option to purchase unto the Grantee, its successor and assigns, according to the intent and meaning of this deed.

FURTHER, Grantor does by these presents agree that the Lease, together with all rights and privileges accruing thereunder, be and hereby is terminated, cancelled and of no further force and effect,

IN WITNESS WHEREOF, Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed hereto the day and year first above written.

ATTEST



[Signature]
TREASURER/Secretary
ROGER GOETZEL

RUEHNE CHEMICAL COMPANY, INC.

By

[Signature]
Peter R. Kuehne, President

STATE OF NEW JERSEY).

COUNTY OF UNION)

SS.:

BE IT REMEMBERED, that on *August*, 1983, before me, the subscriber, *an Attorney at Law of New Jersey*, personally appeared *Roger Goetz* who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the *Secretary* of Kuehne Chemical Company, Inc. the Corporation named in the within Instrument; that Peter R. Kuehne is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$10,000.

Sworn and Subscribed to before
me this *11th* day of
August, 1983.

Roger Goetz
ROGER GOETZEL

Record and Return to:

Michael F. DeCapua, Esq.
Shanley & Fisher, P.C.
95 Madison Avenue
Morristown, N.J. 07960

BK 3331 PC 221

AGREEMENT made this 17th day of January, 1974,

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street,
New York, New York 10020 (herein called "GAF")

and

NORTHVILLE LINDEN TERMINAL CORP.,
New Jersey corporation, c/o Epstein, Epstein
Brown, Bosek & Turndorf, 33 West Grand Street
Elizabeth, New Jersey 07202 (herein called
"NORTHVILLE");

RECEIVED & RECORDED
IN THE COUNTY OF
JAN 18 10 58 AM '74
2995
HUGH CALDWELL
REGISTER

W I T N E S S E T H:

For good and valuable consideration and the mutual
covenants of GAF and NORTHVILLE herein contained, GAF
and NORTHVILLE agree as follows:

1. GAF grants to NORTHVILLE, its respective
officers, agents, employees, tenants, patrons and invitees
a non-exclusive right of way in common with GAF, Linden
Chlorine Products, Inc. and others, over, through and
across that part of the roadway designated as Avenue B on
Exhibit 1 attached hereto and forming part hereof, lying in
the lands of Linden Chlorine Products, Inc., and lands being

BK 2995 PG 290

D.B. SEE
2954 Pg. 296

conveyed as of even date herewith to NORTHVILLE by GAF for ingress and egress by vehicle and on foot and subject to the agreement between GAF and Linden Chlorine Products, Inc., dated August 24, 1972, recorded in Union County, New Jersey, on August 25, 1972 in Book 2954 at Page 296.

2. GAF also grants to NORTHVILLE in common with GAF, Linden Chlorine Products, Inc., and others a non-exclusive right of way for ingress and egress over and across the following parcel of land:

ALL that certain tract of land situated, lying and being in the City of Linden, County of Union, State of New Jersey, bounded and described as follows:

BEGINNING at a point in the southwesterly line of right of way of South Shore Branch of Central Railroad of New Jersey, where the same is intersected by the easterly line of an access easement granted to Linden Roselle Sewerage Authority by the Central Railroad of New Jersey; thence (1) north 40 degrees 13 minutes west along the southwesterly line of the right of way of the South Shore Branch of the Central Railroad of New Jersey 54.81 feet to a point; thence (2) southwesterly and curving to the right on a radius of 100 feet, 75 feet more or less to the northerly edge of a Service Roadway; thence (3) easterly along the northerly edge of the Service Roadway 93 feet to a point; thence (4) northerly curving to the right on a radius of 20 feet a distance of 27 feet along the arc of the curve to a point of tangency; thence (5) north 25 degrees 35 minutes 35 seconds east 9 feet more or less to the place of BEGINNING, (said premises is hereinafter

BK 2995PC 281

referred to as GAF driveway), thence from the said GAF driveway where it joins said service roadway along said service roadway which is 20 feet more or less in width for a distance 785 feet more or less to Tremley Point Road.

The right of way herein granted includes the right of use at all times the roadway known as Tremley Point Road insofar as the grantor in the agreement referred to in the next following paragraph and GAF control such right.

The rights granted in this Article 2 are subject to an agreement between Sinclair Refining Company and General Aniline & Film Corporation, now known as GAF Corporation, dated May 3, 1967, and recorded in Union County, New Jersey, on May 16, 1967 in Book 2302 at Page 543.

3. NORTHVILLE shall be responsible for maintenance of that portion of Avenue B which lies within the land being conveyed to it as of even date herewith.

NORTHVILLE agrees to share equally with other users, the expense of maintaining the paved macadam access roadway referred to in Paragraph 5 of the agreement between Sinclair Refining Company and GAF referred to in Article 2 of this Agreement and also to share equally with GAF the maintenance of the four (4) pipe guards referred to in Article 4 of said agreement.

BK 2995 PG 282

4. NORTHVILLE hereby covenants and agrees to indemnify and hold harmless GAF and Sinclair Refining Company and their respective successors and assigns, and Linden Chlorine Products, Inc., its successors and assigns, against any and all claims for damages arising out of or attributable to the use by NORTHVILLE, its successors and assigns, its or their officers, agents, employees, tenants, patrons and invitees, of any of the roadways above referred to located on lands of GAF, Sinclair Refining Company and Linden Chlorine Products, Inc.

5. GAF hereby covenants and agrees to indemnify and hold harmless NORTHVILLE and its successors and assigns, against any and all claims for damages arising out of or attributable to the use by GAF, its successors and assigns, its or their officers, agents, employees, tenants, patrons and invitees, of any part of Avenue B above referred to located on lands of NORTHVILLE.

6. The respective rights herein granted are granted subject to grants, conveyances, easements and rights of way heretofore made to others.

7. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of

BK2995PC 283

GAF and NORTHVILLE.

IN WITNESS WHEREOF, the parties hereto have
executed this Agreement the day and year first above written.

GAF CORPORATION

ATTEST:

Edward S. Menapace
Assistant Secretary

By J. P. Zimmerman
Executive Vice President

NORTHVILLE LINDEN TERMINAL CORP.

ATTEST:

Harold F. Fiteen
Asst. Secy

By [Signature]
VICE-PRESIDENT

PREPARED BY
EDWARD S. MENAPACE, ESQ.

Agreement 1963

584.25

BOOK 2662 PAGE 319

Agreement made this 31st day of May, 1963
Between General Aniline & Film Corporation (herein called
Landlord) and Union Carbide Corporation, formerly Union
Carbide and Carbon Corporation (herein called Tenant)
supplementing and amending the lease between the same
parties dated March 22, 1957, as amended by agreements
dated July 15, 1960 and February 26, 1962, covering a
parcel of land located in the City of Linden, Union County,
New Jersey;

1. The parcel of land covered by said lease shall be
increased to include the parcels of land cross-hatched in
red on Exhibit A hereto annexed and made part hereof, which
parcels of land are more particularly bounded and described
as follows:

West Extension - Starting at the place of beginning
of the land originally leased by Landlord to Tenant by lease
dated March 22, 1957;

(1) Thence N 52° - 18'W a distance of 100.0 feet
to a point;

(2) Thence S 37° - 42'W a distance of 164.0 feet
to a point;

(3) Thence S 52° - 18'E a distance of 100.0 feet
to a point;

(4) Thence N 37° - 42'E a distance of 164.0 feet
(also the 1st course of the original lease) to the
point of beginning.

RECORDED
INDEXED
JUN 2 3 32 PM '63
BOOK 2662 PAGE 319
JAMES J. KILPATRICK
REGISTER

East Extension - Running along the third course of the land originally leased by Landlord to Tenant by lease dated March 22, 1957, N 37° - 42° E a distance of 55.0 feet to the starting point;

(1) Thence S 52° - 18° E a distance of 75.0 feet to a point;

(2) Thence N 37° - 42° E a distance of 43.5 feet to a point;

(3) Thence N 39° - 53° - 33.6° W a distance of 76.79 feet to a point;

(4) Thence S 37° - 42° W a distance of 60.0 feet to the starting point.

2. The term of the said lease as herein amended shall end on July 1, 1968. Tenant may extend the term for an additional five (5) years starting July 1, 1968 by giving written notice to Landlord not later than July 1, 1967.

Landlord and Tenant, on the date hereof, have entered into a contract for the sale of Hydrogen by Landlord to Tenant. If said contract is terminated for any reason, said lease as amended herein will terminate on the same day as said contract as if said date were the date fixed for the termination or expiration and Tenant will carry out all the covenants and obligations on its part to be performed upon termination or expiration of said lease.

3. The annual rental commencing as of July 1, 1963 shall be Six Hundred Seventy-Five (\$675.00) Dollars payable annually in advance on each anniversary date.

4. Landlord grants permission to Tenant to construct a railroad siding and switch at the locations indicated on Exhibit A (Drawing 2009-0). Tenant shall bear the full cost and expense of the construction of the sidetrack and switch and also the full cost of maintaining same.

Tenant agrees to use said siding for, and only for, one liquid hydrogen car at a time during emergency periods when Landlord cannot supply hydrogen gas to Tenant. Tenant also agrees to give Landlord advance notice when it expects to bring in liquid hydrogen and to keep the liquid hydrogen car on the siding enclosed in a fenced-in area.

Tenant shall be responsible for compliance with and shall comply with all laws, regulations, ordinances and orders of federal, state and local governments with respect to the transportation, storage, handling and use of liquid hydrogen.

Tenant shall be responsible for and obtain, at its

expense, any and all permits, licenses, approvals and authorizations which may be required by any governmental authority, agency or department thereof or any third party in connection with the construction, operation and use of said sidetrack and switch.

Prior to constructing the said sidetrack and switch Tenant will obtain Landlord's approval for the plans and specifications therefor.

The provisions of the lease dated March 22, 1957 as amended shall be extended to cover the sidetrack and switch in addition to the demised premises.

5. All of the terms, conditions and covenants contained in said lease dated March 22, 1957 as amended July 15, 1960 and February 26, 1962 and as herein further amended are hereby ratified and confirmed and incorporated herein and shall be binding on the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their

proper corporate seals to be hereto affixed, the day and
year first above written.

GENERAL ANILINE & FILM CORPORATION

By Chris C. Schulze
Vice President

UNION CARBIDE CORPORATION

By A. L. Fosberg
Vice President

UNION CARBIDE

2692 324

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 14th day of August, nineteen
hundred and sixty-three, before me came A. J. J. J. J.
to me known, who, being by me duly sworn, did depose and
say that he resides at 7 Knolls Lane, Manhasset, N.Y.
that he is the Vice President of Union
Carbide Corporation, the corporation described in, and which
executed, the foregoing instrument; that he knows the seal
of said corporation; that the seal affixed to said instru-
ment is such corporate seal; that it was so affixed by
order of the board of directors of said corporation; and that
he signed his name thereto by like order.

Michael J. J. J.

Notary Public
in and for the State of New York
My Comm. Expires 1964

STATE OF NEW YORK)

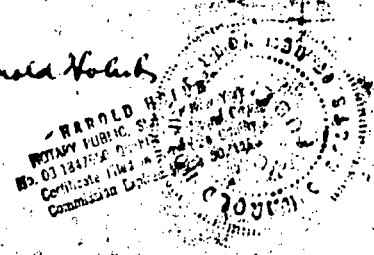
COUNTY OF NEW YORK)

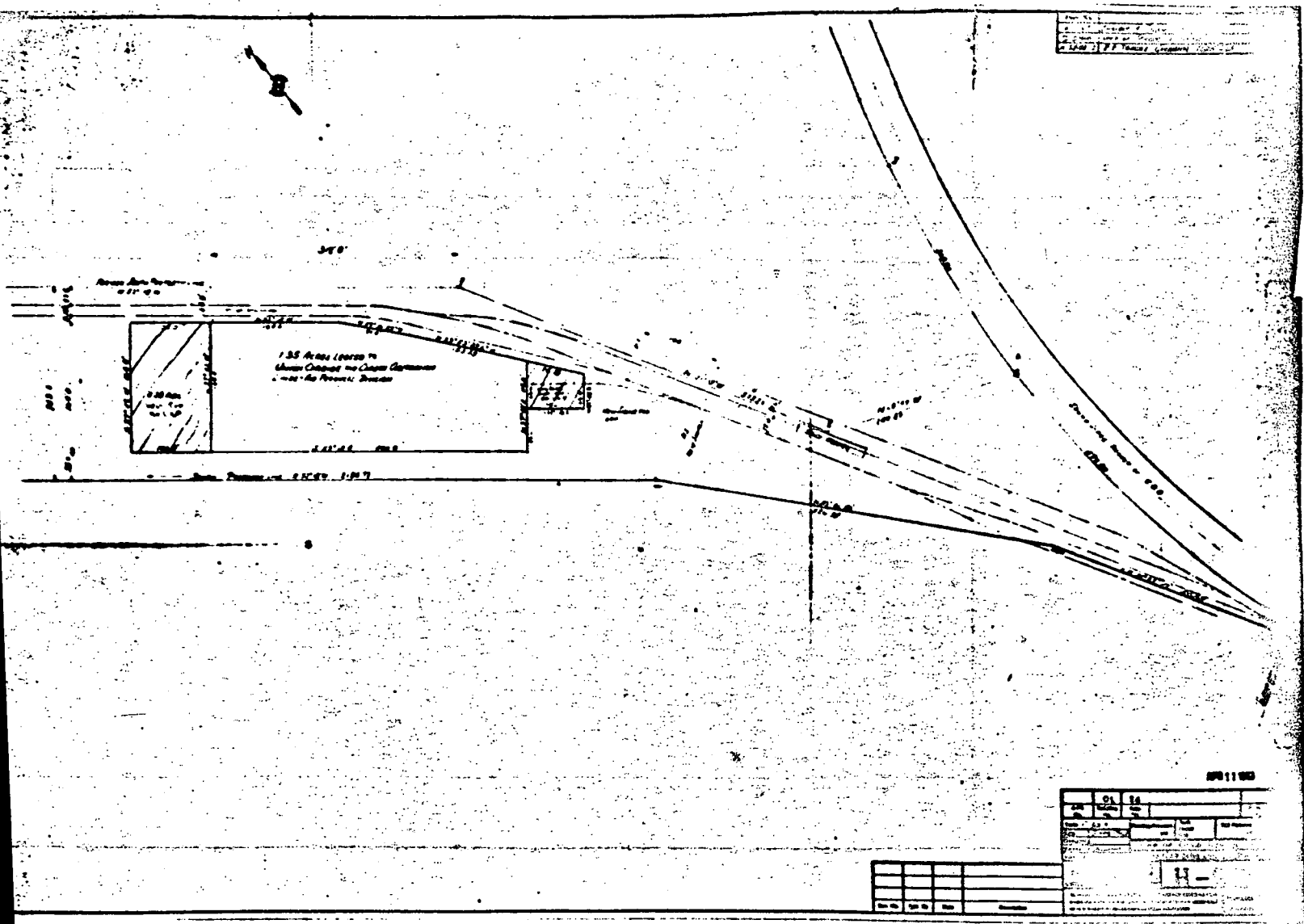
ss.:)

BOOK 2652 PAGE 325

On the 31 day of May, nineteen
hundred and sixty-three, before me came Wm C. Schulte
to me known, who, being by me duly sworn, did depose and say
that he resides at 765 Scotch Plains Ave Westfield N.J.
that he is the Vice President of General Aniline &
Film Corporation, the corporation described in, and which
executed, the foregoing instrument; that he knows the seal
of said corporation; that the seal affixed to said instrument
is such corporate seal; that it was so affixed by order of
the board of directors of said corporation; and that he
signed his name thereto by like order.

Harold H. H. H.



[illegible]

211

General Aniline & Film Corporation :
(formerly General Aniline Works, Inc.) :
To :
General Aniline & Film Corporation, :
(formerly American I. G. Chemical Corp.) :

This Indenture, made this 31st day of October, 1939, by and between General Aniline & Film Corporation, formerly known as General Aniline Works, Inc., and previously as, Grasselli Dyestuff Corporation, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 435 Hudson Street, Borough of Manhattan, City, County and State of New York, party of the first part, and General Aniline & Film Corporation, formerly known as American I. G. Chemical Corporation, a corporation organized and existing under the laws of the State of Delaware having, its principal place of business at 521 Fifth Avenue, Borough of Manhattan, City, County and State of New York, party of the second part;

Whereas, General Aniline Works, Inc., has by certificate of amendment of its certificate of incorporation, duly filed on October 30, 1939, in the office of the Secretary of State of the State of Delaware, changed its name to General Aniline & Film Corporation; and

Whereas American I. G. Chemical Corporation has by certificate of ownership, pursuant to Section 59 A of of the General Corporation Law of the State of Delaware, duly filed on October 31, 1939 in the office of the Secretary of State of the State of Delaware, merged into itself, said General Aniline & Film Corporation, relinquished its corporate name and assumed in place thereof the name of said merged corporation, namely, General Aniline & Film Corporation;

Now, Therefore, this Indenture Witnesseth;

That the party of the first part, in consideration of the merger of the party of the first part into the party of the second part, and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable considerations to it in hand well and truly paid by the said party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm, unto the party of the second part, its successors and assigns, forever;

All those certain tracts or parcels of land with the buildings and improvements thereon erected; situate, lying and being in the Township of Linden, in the County of Union, State of New Jersey, bounded and described as follows:

Tract 1: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width), and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands now or formerly of The Grasselli Chemical Company and lands now or formerly of the Central Railroad of New Jersey, thence running; 1. along said Westerly right of way line of the Sound Shore Railroad, on a curve curving toward the northeast, with a radius of 1457.69 feet a distance of 309.50 feet to a point, thence running 2. N. 52° 18' W. 57.20 feet to a point, thence running 3. parallel with the straight tangent of the Sound Shore Railroad, and 50 feet distant westerly at right angles from the Westerly right of way line thereof, N. 15° 05' E. 1908.50 feet to a point, thence running 4. along line of other lands now or formerly of The Grasselli Chemical Company, N. 9° 55' W. 240.00 feet to a point, thence running 5. still along line of lands now or formerly of The Grasselli Chemical Company N. 35° 00' W. 128.53 feet to a point, distant at right angles 250.00 feet from the westerly right of way line of the Sound Shore Railroad, (as laid out 50 feet in width), thence running 6. still along line of lands now or formerly of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad N. 74° 55' W. 575.00 feet to a point; thence running 7. still along line of lands now or formerly of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 325 feet to a point; thence running 8. still along line of lands now or formerly of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad, N. 74° 55' W. 300.00 feet to a point, thence running 9. still along line of lands now or formerly of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 1227.50 feet to a point distant northerly at right angles 146.00 feet from the northerly line of lands now or formerly of the Central Railroad of New Jersey, thence running 10. still along line of lands now or formerly of The Grasselli Chemical Company, and parallel with the northerly line of lands now or formerly of the Central Railroad Company of New Jersey and distant northerly at right angles 146.00 feet therefrom, S. 52° 18' E 1456.95 feet to a point or curve, thence running 11. still along line of lands now or formerly of The Grasselli Chemical Company on a curve curving toward the south with a radius of 350.00 feet, a distance of 244.65 feet to a point of tangency,

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thence running 12. still along line of lands now or formerly of The Grasselli Chemical Company, S. 12° 15' E. 290.20 feet to a point in the center line of the Linden Township Trunk Sewer, thence running 13. along line of lands now or formerly of the Central Railroad Company of New Jersey, and along the center line of the said Linden Township Trunk Sewer, S. 68° 45' E. 25.00 feet to the place of Beginning. Containing 62.127 Acres.

Tract 2: Beginning at the point of intersection of the easterly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands now or formerly of The Grasselli Chemical Company and lands now or formerly of the Sinclair Oil Company, thence running 1. Along line of lands now or formerly of the Sinclair Oil Company, and along the center line of the Linden Township Trunk Sewer, S. 68° 45' E. 203.70 feet to a point; thence running 2. still along line of lands now or formerly of the Sinclair Oil Company and parallel with the Linden Township Trunk Sewer and distant southerly (3) three feet from the center line thereof, S. 64° 37' E. 1023.63 feet to a point in the U.S. Government Pierhead and Bulkhead Line, thence running 3. along said U.S. Government Pierhead and Bulkhead line, N. 2° 27' W. 86.40 feet to an angle point in same, thence running 4. still along the U.S. Government Pierhead and Bulkhead Line, N. 18° 27' E. 23.76 feet to a point, thence running 5. along line of lands now or formerly of The Grasselli Chemical Company and parallel with the second course of this description, N. 64° 37' W. 984.02 feet to a point; thence running 6. still along line of lands now or formerly of The Grasselli Chemical Company and parallel with the first course of this description, N. 68° 45' W. 244.20 feet to a point in the aforesaid easterly right of way line of the Sound Shore Railroad, thence running 7. Along said easterly right of way line of the Sound Shore Railroad, on a curve curving toward the southeast with a radius of 1407.69 feet a distance of 106.30 feet to the place of Beginning. Containing 2.811 Acres.

Excepting and Reserving therefrom the right and easement reserved to The Grasselli Chemical Company by instrument dated October 20, 1928 and recorded on March 7, 1929 in the office of the Register of the County of Union, New Jersey in Book 1165 of Deeds on pages 582 etc., but only to the extent that the same may be in force and effect and may affect the premises above described.

The foregoing parcels numbered 1 and 2 are the same premises that were conveyed by The Grasselli Chemical Company to Grasselli Dyestuff Corporation by deed dated October 20, 1928 and recorded in the office of the Register of the County of Union, New Jersey, on March 7, 1929 in Book 1165 of Deeds on pages 582, etc., said Grasselli Dyestuff Corporation being later known as General Aniline Works, Inc.,

Tract 3: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 ft. in width), and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands now or formerly of The Grasselli Chemical Company and land now or formerly of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69', a distance of 309.50 feet to an iron pipe, the real place of beginning, thence running 1. along the line of lands conveyed to the Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, and described in said deed as Tract # 1 North 52° 18' West 57.20' to an iron pipe, thence running 2. still along the line of said tract #1 North 15° 5' East 1908.50' to an iron pipe, thence running 3. South 74° 55' East 50' to an iron pipe in the westerly right of way line of the Sound Shore Railroad, thence running 4. along the westerly right of way line of the Sound Shore Railroad South 15° 5' West 1840.54' to an iron pipe, the beginning of a curve to the southwest, thence running 5. still along the westerly right of way line of the Sound Shore Railroad upon a curve to the Southwest having a radius of 1457.69', 90' to the point of Beginning, Containing 2.204 Acres, more or less.

Tract 4: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 ft. in width), and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company and lands now or formerly of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69', a distance of 309.50 feet to an iron pipe, thence still along the westerly right of way line of the Sound Shore Railroad and still upon said curve 90 feet to a point; thence North 15° 5' East, 1840.54' to an iron pipe in said right of way line; thence leaving said right of way line North 74° 55' West 50 feet to an iron pipe; thence North 15° 5' East 300' to a point; thence North 74° 55' West 775' to a point in the line of lands conveyed to the Grasselli Dyestuff Corporation, by The Grasselli Chemical Company by deed dated October 20, 1928, and described in said deed as Tract # 1 the real place of Beginning, thence running 1. North 74° 55' West 257.40' to an iron pipe; thence running 2. North 68° 11' 30" West 1691.40' to an iron pipe, thence running 3. South 50° 45' West 541.37' to an iron pipe, the beginning of a curve to the left having a radius of 100', thence running 4. along said curve 179.36' to an iron pipe, thence running 5.

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any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made for the above described lands and premises, can or may be changed, charged, altered or defeated in any way whatsoever, except as aforesaid.

And Also, that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said lands and premises, in manner aforesaid.

And Also, that the said party of the first part will warrant, secure and forever defend the said lands and premises unto the said party of the second part, its successors and assigns forever, against the lawful claims and demands of all and every person and persons freely and clearly freed and discharged of and from all manner of encumbrances whatsoever, except as aforesaid.

In Witness Whereof, the party of the first part, said General Aniline & Film Corporation, has caused this indenture to be signed by its President and its corporate seal to be hereunto affixed and attested by its Secretary on the day and year first above written.

Attest:

H. Aickelin,
Secretary.

General Aniline & Film Corporation,
By, R. Hutz,
President.

(Seal)(General Aniline & Film Corporation,
Incorporated State of Delaware, 1924)

State of New York :
County of New York :SS:

Be it remembered, that on this 31st day of October, in the year of our Lord, One Thousand Nine Hundred thirty-nine, before me the subscriber, a Notary Public of the State of New York, personally appeared H. Aickelin, who being by me duly sworn according to law, on his oath, doth depose and say; That he is the Secretary of General Aniline & Film Corporation, a corporation of the State of Delaware party of the first part in the foregoing indenture named and that he well knows the corporate seal of said corporation; that the seal affixed to said indenture is the corporate seal of said corporation; that said seal was so affixed and said indenture signed and delivered in pursuance of a resolution of the board of directors of said corporation and with the unanimous consent of all of the stockholders thereof and by R. Hutz, who was at the time of the execution of said indenture the President of said corporation, and that he saw the said R. Hutz, as such President affix said seal thereunto and sign and deliver said indenture and heard him declare that he signed, sealed and delivered the same as the voluntary act and deed of said corporation pursuant to said resolution of its board of directors and with the unanimous consent of all of its stockholders, and that this deponent signed his name thereto at the same time as subscribing witness.

H. Aickelin

Subscribed and sworn to before me, a Notary Public of the State of New York, at the City, County and State of New York the day and year first above written.
Charles R. Maxwell, Jr. (Seal)
Notary Public, New York County,
N.Y.Co. Clk's No. 303, Reg. No. 1-M-322
Commission Expires March 30, 1941.

State of New York :
County of New York :SS: No. 10962

I, Archibald R. Watson, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, Do hereby certify, that Charles R. Maxwell, Jr., whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of Oct, 1939.
Archibald R. Watson, (Seal)
Clerk

Rec'd. Nov. 1, 1939
At 11:09 A.M. No. 7597
Recorded at the request of F.W. Hubby.

South 52° 18' East 1491.17' to an iron pipe, corner to lands conveyed in said Tract #1, thence running with the line of lands conveyed in said Tract #1 North 15° 5' East 1227.50' to an iron pipe; thence running 6. still along the line of lands conveyed in said tract #1, South 74° 55' East 800.00' to an iron pipe, thence running 7. still along the line of lands conveyed in said tract #1 North 15° 5' East 325.00' to the point of Beginning, Containing 35.200 Acres.

Excepting and reserving therefrom the right and easement reserved to The Grasselli Chemical Company by instrument dated October 20, 1928 and recorded on March 7, 1929 in the office of the Register of the County of Union, New Jersey, in Book 1165 of Deeds on pages 576 etc. but only to the extent that the same may be in force and effect and may affect the premises above described.

The foregoing parcels numbered 3 and 4 are the same premises that were conveyed by The Grasselli Chemical Company to Grasselli Dyestuff Corporation by deed dated October 20, 1928 and recorded in the office of the Register of the County of Union, New Jersey on March 7, 1929 in Book 1165 of Deeds on pages 576 etc., said Grasselli Dyestuff Corporation being later known as General Aniline Works, Inc.,

Subject as to said parcels, 1, 2, 3, and 4 to covenants agreements and restrictions in former instruments of record, if any, a portion of said premises being also subject to a certain lease to Plaskon Co., Inc.,

Also, all that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Summit, County of Union and State of New Jersey, bounded and described as follows:

Beginning in the Westerly line of Lenox Avenue, at a point therein distant Northerly one thousand four hundred fifty (1450) feet from the intersection of said Westerly line of Lenox Avenue with the Northerly line of Springfield Avenue, said beginning point being also the point of intersection of the dividing line between the lot hereby conveyed and the land now or late of Irving H. Taylor; thence (1) North sixty (60) degrees thirty-eight (38) minutes West one hundred eighty-two feet and eighty-four hundredths of a foot (182.84) to a monument; thence 2. North twenty-seven (27) degrees twenty-six (26) minutes East one hundred (100) feet to a point; thence (3) South seventy-seven (77) degrees thirty-one (31) minutes East one hundred forty-four feet and twenty hundredths of a foot (144.20) to said Westerly line of Lenox Avenue; thence (4) along the Westerly line of Lenox Avenue South ten (10) degrees forty-one (41) minutes West one hundred fifty (150) feet to point or place of beginning.

Subject to covenants and restrictions contained in five deeds recorded in the office of the Register of the County of Union in Deed Book 407 at page 158, Deed Book 400 at page 218, Deed Book 576 at page 400, Deed Book 991 at page 1 and Deed Book 991 at page 3, but only to the extent that the same may be in force and effect and may affect the above described premises.

Subject Also to a certain mortgage dated April 25, 1925 and recorded on April 29, 1925 in said Register's office in Book 710 of Mortgages at page 237 thereof, now held by the Trustees of the Theological Seminary of the Presbyterian Church at Princeton, State of New Jersey.

Subject Also to a certain lease of said premises to Edward A. Sroll.

Being the same premises described in and conveyed by a certain deed dated December 30, 1933 made by Carl Pretzell and Elizabeth Pretzell, his wife to General Aniline Works, Inc., and recorded in said Register's office on December 30, 1933 in Book 1280 of Deeds on pages 319, etc.

Together with all and singular the tenements, hereditaments, and appurtenances to the same belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

Also all the estate, right, title, interest, property, possession, claim and demand whatsoever of the party of the first part, of, in and to the same and of, in and to every part and parcel thereof with the appurtenances;

Also, all the right, title and interest of the party of the first part in and to the land lying in the bed of any streets or avenues adjoining the above described premises.

To have and to hold all and singular the above described lands and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever, subject as aforesaid.

And the said party of the first part, for itself, its successors and assigns, does covenant and grant to and with the party of the second part, its successors and assigns, that it, the said party of the first part, is the true, lawful and right owner of all and singular the above described lands and premises and of every part and parcel thereof, with the appurtenances thereunto belonging, and that the said lands and premises, or any part thereof, at the time of the sealing and delivery of these presents are not encumbered by any mortgage, judgment or limitation or by

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has good right, full power and lawful authority, to grant, bargain, sell and
said lands and premises, in manner aforesaid.

And Also, that the said party of the fir
warrant, secure and forever defend the said lands and premises unto the sai
second part, its successors and assigns forever, against the lawful claims
of all and every person and persons freely and clearly freed and discharge
all manner of encumbrances whatsoever, except as aforesaid.

In Witness Whereof, the party of the fir
General Aniline & Film Corporation, has caused this indenture to be signed
President and its corporate seal to be hereunto affixed and attested by it
on the day and year first above written.

Attest:

H. Aickelin,
Secretary.

General Aniline & Film Corp
By, R. Hutz,
President.

(Seal)(General Aniline & Film Corpora
Incorporated State of Delaware, 19

State of New York :
County of New York :SS:

Be it remembered, that on this 31st day of Octobe
of our Lord, One Thousand Nine Hundred thirty-nine, before me the subscri
Public of the State of New York, personally appeared H. Aickelin, who bein
sworn according to law, on his oath, doth depose and say; That he is the
General Aniline & Film Corporation, a corporation of the State of Delaware
first part in the foregoing indenture named and that he well knows the cor
of said corporation; that the seal affixed to said indenture is the corpo
said corporation; that said seal was so affixed and said indenture signed
in pursuance of a resolution of the board of directors of said corporatio
unanimous consent of all of the stockholders thereof and by R. Hutz, who
of the execution of said indenture the President of said corporation, and
the said R. Hutz, as such President affix said seal thereunto and sign an
indenture and heard him declare that he signed, sealed and delivered the
voluntary act and deed of said corporation pursuant to said resolution of
directors and with the unanimous consent of all of its stockholders, and
ent signed his name thereto at the same time as subscribing witness.
Subscribed and sworn to before me, a Notary H. Aickelin
Public of the State of New York, at the City,
County and State of New York the day and year
first above written.

Charles R. Maxwell, Jr. (Seal)
Notary Public, New York County,
N.Y.Co. Clk's No. 303, Reg. No. 1-M-322
Commission Expires March 30, 1941.

State of New York :
County of New York :SS: No. 10962

I, Archibald R. Watson, Clerk of the County of
also Clerk of the Supreme Court for the said County, the same being a Cou
having a seal, Do hereby certify, that Charles R. Maxwell, Jr., whose nam
to the deposition or certificate of the proof or acknowledgment of the an
and thereon written, was, at the time of taking such deposition, or proof
ment, a Notary Public in and for such County, duly commissioned and sworn
by the laws of said State to take depositions and to administer oaths to
Court of said State and for general purposes; and also to take acknowledg
of deeds, of conveyances for land, tenements or hereditaments in said Sta
And further, that I am well acquainted with the handwriting of such Notar
verily believe that the signature to said deposition or certificate of pr
ment is genuine.

In Testimony Whereof, I have hereunto set my
the seal of the said Court and County, the 31 day of Oct, 1939.

Archibald R. Watson,

Rec'd. Nov. 1, 1939

At 11:09 A.M. No. 7597

Recorded at the request of F.W. Hubby.

IN WITNESS WHEREOF the said party of the first part hath caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its vice president the day and year first above written.

Attest: E. R. Bailey
Secretary

The Grasselli Chemical Company
by A. C. Bailey
Vice President

Signed, Sealed and Delivered
in the presence of

M. J. Collins
M. I. Miller

(SEAL) (The Grasselli Chemical Company, Corporate Seal,
Incorporated 1865, Ohio)

State of Ohio
County of Cuyahoga

: SS.

BE IT REMEMBERED, that on this 30th day of November nineteen hundred and twenty-eight, before me the subscriber, a Notary Public in and for said county personally appeared E. R. Bailey and made proof to my satisfaction that he is the Secretary of The Grasselli Chemical Company, the grantor named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by A. C. Bailey who was at the date thereof the Vice President of said corporation, in the presence of this deponent and said vice president, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

E. R. Bailey

Sworn to and subscribed before me at Cleveland Ohio, the date
aforesaid.

M. J. Collins (SEAL)
Notary Public (Ohio)

The State of Ohio
Cuyahoga County

: SS.

M. J. Collins
Notary Public

I, George Wallace, Clerk of the Court of Common Pleas, a Court of Record of Cuyahoga County, aforesaid do hereby certify that M. J. Collins was and now is a duly appointed commissioned and qualified Notary Public in and for said County, for the full term of three years; that his commission is dated Feb. 2, A. D. 1928 and expires Feb. 1 1931 as appears of record and is duly authorized by the laws of Ohio, to take acknowledgments of deeds to be recorded in this State, and to administer oaths for general purposes, and that his signature above written is genuine.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of said Court at Cleveland, this 30th day of November A. D. 1928.

George Wallace (SEAL)
Clerk

by J. A. Baker
Deputy Clerk

D No. 7385

Rec'd. Dec. 14, 1928
at 3.31 P.M. #1206

recorded at the request of H. G. High

Simon P. Blum et ux
to
Ernest Blum

THIS INDENTURE, made the seventh day of December in the year of our Lord One thousand nine hundred and twenty-eight.

BETWEEN Simon P. Blum and Mary Blum, his wife of the Town of Irvington in the County of Essex and State of New Jersey party of the first part.

AND Ernest Blum of the Town of Irvington in the County of Essex and State of New Jersey party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of one dollar and other valuable consideration lawful money of the United States of America, to them in hand well and truly paid by the said party of the second

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**CHAIN OF TITLE
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
(Formerly Block 460, lot 37P)
Linden, New Jersey**

LCP Chemicals -- New Jersey, Inc.

12/14/79 - Present

(Lot 3.01)

Book 3207, Page 82

(Current Deed)

Note: This deed conveyed lot 3.01 from Linden Chemicals and Plastics to LCP Chemicals, New Jersey, Inc (now known as LCP Chemicals and Plastics, Inc.). According to the Tax Assessor's office LCP Chemicals and Plastics, Inc. is the current owner of the property.

LCP Chemicals -- New Jersey, Inc.

12/14/79 - Present

(Lot 3.02)

Book 3207, Page 93

(Current Deed)

Note: This deed conveyed lot 3.02 from Linden Chemicals and Plastics to LCP Chemicals, New Jersey, Inc (now known as LCP Chemicals and Plastics, Inc.). According to the Tax Assessor's office LCP Chemicals and Plastics, Inc. is the current owner of the property.

LCP Chemicals -- New Jersey, Inc.

12/14/79 - Present

(Lot 3.03)

Book 3207, Page 97

(Current Deed)

Note: This deed conveyed Lot 3.03 from Linden Chemicals and Plastics to LCP Chemicals, New Jersey, Inc (now known as LCP Chemicals and Plastics, Inc.). According to the Tax Assessor's office LCP Chemicals and Plastics, Inc. is the current owner of the property.

Linden Chemicals & Plastics, Inc.

(formerly Linden Chlorine Products, Inc.)

8/24/72-12/14/79

(Lot 3.01, 3.02 and 3.03)

Book 2954, Page 273

Note: This Bargain and Sale Deed conveyed the property and agreements of GAF Corporation to Linden Chemicals & Plastics, Inc.

General Aniline & Film Corporation

10/31/39 - 8/24/72

Book 1391, Page 302

Note: This deed conveyed the property to General Aniline & Film Corporation and recognized the merge of American I.G. Chemical Corporation into General Aniline & Film Corporation (previously known as General Aniline Works, Inc.).

**CHAIN OF TITLE
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
(Formerly Block 460, lot 37P)
Linden, New Jersey**

General Aniline & Film Corporation

Book 1458, Page 211

5/5/42 - 12/14/79

Note: This Deed conveyed a small irregular portion of Lot 3 from E.I. Dupont de Nemours and Company to General Aniline & Film Corporation.

E.I. Dupont de Nemours and Company

10/31/36 - 5/5/42

Book 1330, Page 321

10/31/28 - 5/5/42

Book 1162, Page 250

Note: These two very similar Deeds conveyed a small irregular portion of Lot 3 and other surrounding properties, from Grasselli Chemical Company to E.I. Dupont de Nemours.

Grasselli Dyestuff Corporation

(Now known as General Aniline & Film Corporation)

10/20/28- 8/24/72

Book 1165, Page 576

Note: This Deed conveyed two portions (2.204 and 35.200 acres) of Lot 3 and other surrounding properties containing from Grasselli Chemical Company to Grasselli Dyestuff Corporation (Now known as General Aniline & Film Corporation).

10/20/28- 8/24/72

Book 1165, Page 582

Note: This Deed conveyed two portions (62.127 and 2.811 acres) of Lot 3 and other surrounding properties containing from Grasselli Chemical Company to Grasselli Dyestuff Corporation (Now known as General Aniline & Film Corporation).

Grasselli Chemical Company

Unknown to 10/31/28

(Small portion of Lot 3)

Unknown to 10/20/28

(Large portion of Lot 3.)

**LEASES AND AGREEMENTS
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
Linden, New Jersey**

Type:	Declaration of Environmental Restriction
Owner:	LCP Chemicals, New Jersey
Second Party:	New Jersey Department of Environmental Protection and e
Book & Page:	4228, 125
Date:	9/23/94
Restriction:	The owner agreed to subject the property to certain statutory and regulatory requirements which impose restrictions upon the property and restrict certain activities at the Property, including that at no time may the property be used for residential purposes.
Type:	Linden Substation Agreement (Lease)
First Party:	LCP Chemicals & Plastics Inc.
Second Party:	GAF Corporation
Book & Page:	Book 3499, Page 97
Date:	9/7/86
Type:	Easement and Rights-of-Way Agreement
First Party:	Linden Chlorine Products, Inc.
Second Party:	Kuehne Chemical Company, Inc.
Book & Page:	Book 3093, Page 335
Date:	7/21/72
Note:	Reciprocal right of way over roadways.
Type:	Quit Claim Deed
Grantor:	Kuehne Chemical Company, Inc.
Grantee:	LCP Chemicals and Plastics, Inc.
Book & Page:	Book 3331, Page 219
Date:	11/8/83
Note:	Grantor agreed to relinquish rights of way, easements and options to purchase.

LEASES AND AGREEMENTS (Cont.)
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
Linden, New Jersey

Type: Agreement
First Party: GAF Corporation
Second Party: Northville Linden Terminal Corporation
Book & Page: Book 2995, Page 280
Date: 1/17/74
Note: Right of way over roadways

Type: Agreement
First Party: GAF Corporation
Second Party: Northville Linden Terminal Corporation
Book & Page: Book 2995, Page 287
Date: 1/17/74
Note: Right of access to and the right to dock vessels at the dock and wharfage facilities.

Type: Assignment Agreement
First Party: GAF Corporation
Second Party: Northville Linden Terminal Corporation
Book & Page: Book 2995, Page 298
Date: 1/17/74
Note: Assignment of right of way

Type: Agreement
First Party: Linden Chlorine Products
Second Party: Northville Linden Terminal Corporation
Book & Page: Book 2995, Page 302
Date: 1/17/74
Note: Right of way and easement over strip of land.

Type: Agreement
First Party: GAF Corporation
Second Party: Linden Chlorine Products, Inc.
Book & Page: Book 2954, Page 284
Date: 8/24/72
Note: Right of way over roadways.

LEASES AND AGREEMENTS (cont.)
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
Linden, New Jersey

Type: Agreement
First Party: GAF Corporation
Second Party: Linden Chlorine Products, Inc.
Book & Page: Book 2954, Page 296
Date: 8/24/72
Note: Right of way over roadways

Type: Agreement
First Party: GAF Corporation
Second Party: Linden Chlorine Products, Inc.
Book & Page: Book 2954, Page 312
Date: 8/24/72
Note: Right of way to use and to operate railroad equipment.

Type: Agreement
First Party: GAF Corporation
Second Party: Linden Chlorine Products, Inc.
Book & Page: Book 2954, Page 323
Date: 8/24/72
Note: Right of way to reconstruct and operated existing poles and power lines.

Type: Agreement
First Party: GAF Corporation
Second Party: Linden Chlorine Products, Inc.
Book & Page: Book 2954, Page 331
Date: 8/24/72
Note: Right of way and easement over strip of land.

Type: Agreement for Discharge into Flume and Outfall Ditch
First Party: GAF Corporation
Second Party: Linden Chlorine Products, Inc.
Book & Page: Book 2954, Page 340
Date: 8/24/72
Note: Right to use flume and outfall ditch for the purpose of disposal into the Arthur Kill.

LEASES AND AGREEMENTS (cont.)
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
Linden, New Jersey

Type: Agreement to Terminate Lease
First Party: GAF Corporation
Second Party: Union Carbide Corporation
Book & Page: Book 2963, Page 667
Date: 8/24/72

Type: Lease
First Party: Linden Chlorine Products, Inc.
Second Party: Union Carbide Corporation
Book & Page: Book 2955, Page 277
Date: 8/23/72

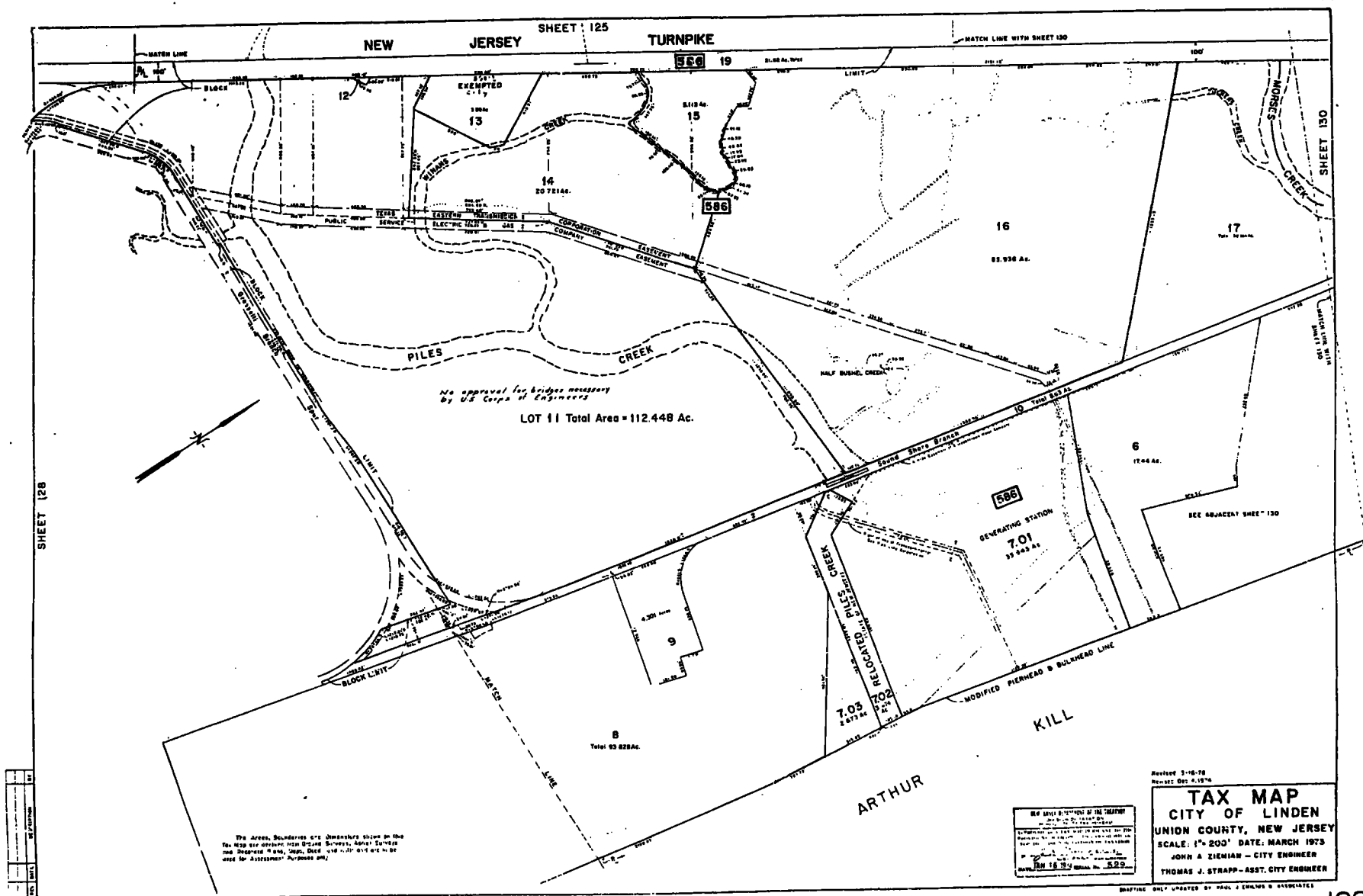
Type: Agreement
First Party: General Aniline & Film Corporation
Second Party: Union Carbide Corporation
Book & Page: Book 2662, Page 319
Date: 5/31/63
Note: Lease amendment

UNIFORM COMMERCIAL CODES (UCC) /MORTGAGES
LCP CHEMICALS SITE
Block 587, Lot 3.01, 3.02 and 3.03
Linden, New Jersey

Debtor General Aniline & Film Corporation .
Secured Party: Union Carbide Corporation
Collateral Machinery and equipment in LCP Chemical N.J. premises
UCC No.: 4093
Date: 9/11/90

Debtor LCP Chemicals & Plastics, Inc. .
Secured Party: Manufactures Hanover Trust Company
UCC No.: 426
Date: 3/2/89
Note: There is no record of termination or continuation of
this instrument. While the UCC was not found a copy of the
listing is provided.

Mortgages: Eleven records of mortgages were found but none outstanding.
The last mortgage was dated July 22, 1988 and was discharged
October 17, 1989.



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 17th day of January in the year of our Lord one thousand nine hundred and seventy-four before me, the subscriber, a Notary Public of the State of New York personally appeared E. S. Menapace who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the Assistant Secretary of GAF CORPORATION, one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by J. E. Zimmerman who was at the date and execution thereof, an Executive Vice President of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

E. S. Menapace
Assistant Secretary

Sworn and subscribed before me
the day and year above written.

Doris V. Gallotto

Notary Public
DORIS V. GALLOTTO
Notary Public, State of New York
No. 24-6450400
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1974

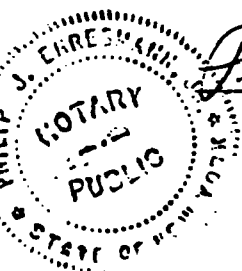
BK 2995PG 285

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 17th day of January in the year of our Lord one thousand nine hundred and seventy-four before me, the subscriber, a Notary Public of the State of New York personally appeared HAZOL D EPSTEIN who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the ASSISTANT SECRETARY of NORTHVILLE LINDEN TERMINAL CORP., one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by ELLIOT TURK who was at the date and execution thereof, the VICE PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

Heard J. J. J. J.

Sworn and subscribed before me
the day and year above written.



Philip J. Ehresmann Jr.
Notary Public

PHILIP J. EHRESMANN, JR.
Notary Public, State of New York
No. 41-6158325
Qualified in Queens County
Commission Expires March 30, 1974

BK 2995 PC 286

END OF DOCUMENT

40647

LEASE -
-----1986 Linden Substation Agreement
-----RECEIVED & RECORDED
UNION COUNTY, N.J.
APR 1 10 02 AM '87
JOHN J. HAZEN, INC.

This Lease Agreement, hereinafter referred to as the "1986 Linden Substation Agreement", is made and entered into effective as of September 17, 1986, by and between GAF CORPORATION, a Delaware corporation having an office located at 1361 Alps Way, Wayne, New Jersey 07470, hereinafter referred to as "GAF", and LCP CHEMICALS & PLASTICS, INC., a Delaware corporation, having an office located at Raritan Plaza II, Raritan Center, Edison, New Jersey, 08837, hereinafter referred to as "LCP". ROAD

This 1986 Linden Substation Agreement amends and modifies that certain Agreement dated August 24, 1972, between GAF and LCP (which had previously been named LINDEN CHLORINE PRODUCTS, INC.), a copy of which is attached hereto as Exhibit A, regarding an electrical substation situated on the LCP plant site located at the foot of Wood Avenue, Linden, (Union County), New Jersey (hereinafter referred to as the "LCP Plant Site"), which Agreement is hereinafter referred to as the "1972 Linden Substation Agreement".

WHEREAS, the LCP production facility located at the LCP Plant Site is not currently operating as a chlor alkali production plant, and LCP as a result has appreciably reduced requirements for electrical power; and

WHEREAS, LCP is interested in being relieved of the burden of maintaining the Linden Substation (as defined herein) as obligated pursuant to the 1972 Linden Substation Agreement; and

WHEREAS, GAF is interested in assuring the continuity of availability of electrical power to the GAF plant at Linden, New Jersey, (which plant is contiguous with the LCP Plant Site and which is hereinafter referred to as the "GAF Plant"), which electrical power is currently delivered through certain equipment owned and operated by LCP, and certain equipment owned by GAF but housed in and around a structure on the LCP Plant Site.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the 1972 Linden Substation Agreement, GAF and LCP hereby agree as follows:

1. As used herein, the terms set forth below shall be defined as follows:

"GAF Equipment" shall mean "Equipment", as that term is defined in the 1972 Linden Substation Agreement at page 2, paragraph 1, the major components of which are depicted in yellow on BOTH the copy of drawing number H5001 by C F Braun, dated 11-

PREPARED BY: JOHN J. HAZEN, Inc.

PL
A

30-67, entitled "26.4 KV Switchgear Key Plan OL-10-11", attached hereto as Exhibit B and made a part hereof, AND the copy of drawing number H-5783A by GAF Corporation, dated 5-28-70, entitled "OL-10-11 Metalclad Switchgear, One Line Diagram", attached hereto as Exhibit C and made a part hereof;

"LCP Equipment" shall mean all of the equipment within the Linden Substation used by LCP in the distribution of electrical power received from Public Service Electric and Gas Company (hereinafter referred to as "PSE&G") other than the GAF Equipment, but not including the 26 KV Switchgear (as defined herein);

"Linden Substation" shall mean that fenced-in area of the LCP Plant Site (including the building contiguous therewith) in which the GAF Equipment and the LCP Equipment are located, the perimeter of which is depicted in red on Exhibit B hereof;

"26 KV Switchgear" shall mean that equipment currently owned by LCP which is the initial interface between PSE&G and GAF at the LCP Plant Site for the supply of electrical power to the GAF Plant, which equipment is shown as "L1" and "L4" and depicted in green on Exhibit B hereof.

"Facilities" shall mean the Linden Substation, the GAF Equipment, and the 26 KV Switchgear (and specifically does NOT include the LCP Equipment).

2. Notwithstanding any contrary provision contained in the 1972 Linden Substation Agreement, GAF shall, at its expense, henceforth have the right and the obligation to maintain and keep in good repair and working order the Facilities; and LCP shall specifically not be obligated to, and shall not, maintain the Facilities.

3. LCP hereby leases to GAF, and GAF hereby leases from LCP, the Linden Substation and the 26 KV Switchgear.

This lease shall commence on the effective date hereof and shall continue for an initial term of seven (7) years, with an option in favor of GAF to renew that lease for two (2) additional terms of five (5) years each.

The renewal options can be renewed by written notice from GAF to LCP to be given at least ninety days prior to the end of the then current lease term.

The rental to be paid by GAF to LCP under this lease shall be One Hundred Dollars (\$100.) per year, payable on the effective date hereof and on each anniversary thereof during the term of this lease.

GAF may terminate this lease at any time upon ninety days prior written notice to LCP.

4. GAF is granted the right and easement to enter upon such portion of the LCP Plant Site as required to enter the Linden Substation at any time as may be necessary or appropriate to assure that the said GAF receives the full use and enjoyment of the rights granted to GAF hereunder, it being understood and agreed that such entry shall not unreasonably interfere with the operations of LCP. GAF shall endeavor to provide prior notice to LCP of such entry.

5. LCP reserves the right to enter the Linden Substation to maintain or to remove any or all of the LCP Equipment. In an effort to assure no disruption to the supply of electric power to GAF, LCP shall notify GAF 24 hours in advance of any such entry by LCP; Provided, however, that in the event of a bona fide emergency, LCP may enter said premises upon shorter notice to GAF. In the event that any activity of LCP related to the LCP Equipment would require a power outage to GAF, LCP shall only undertake such activity on a schedule which would not interfere with GAF operations, and only with the prior written consent of GAF, which consent shall not be unreasonably withheld.

6. LCP reserves the right to use the Linden Substation and the LCP Equipment in the Linden Substation to the extent that LCP requires such use for its operations at the LCP Plant Site; provided however that such use shall be coordinated with GAF and shall not interfere with GAF's use of the Facilities.

7. The electrical power used by LCP delivered from PSE&G through the 26 KV Switchgear shall not at any time exceed 5,000 KVA. *

8. GAF agrees to defend, indemnify and hold LCP harmless from and against any and all claims based on the act or neglect of GAF in maintaining the Facilities. LCP agrees to defend, indemnify, and hold harmless GAF from and against any and all claims based on the act or neglect of LCP relating to the Facilities.

9. The parties agree to execute any and all further documentation deemed by one of the parties to be necessary or appropriate to confirm and effect the respective rights and obligations hereunder.

10. To the extent of any inconsistency between the provisions of this 1986 Linden Substation Agreement and the 1972 Linden Substation Agreement, the provisions of this 1986 Linden Substation Agreement shall take precedence.

11. Except as and to the extent specifically modified hereby, the terms and provisions of the 1972 Linden Substation Agreement continue in full force and effect.

* In the unlikely event that LCP's electrical requirements consistently exceed 5,000 KVA, both parties will mutually renegotiate the terms and conditions of this lease agreement in good faith.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and their corporate seals to be affixed by their duly appointed and authorized officers as of September 17, 1986.

ATTEST:

Elizabeth J. Mello

LCP CHEMICALS & PLASTICS, INC.

by: *[Signature]*

Name Printed: L. G. King

Title: President & Chief Operating Officer

Date: September 17, 1986

~~CHEMICALS~~
GAF CORPORATION

by: *[Signature]*

Name printed: R. L. Toma

Title: Vice President, Manufacturing

Date: October 30, 1986

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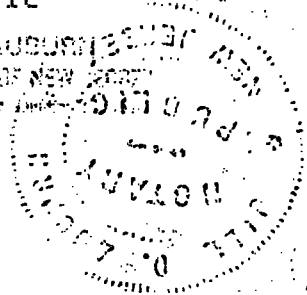
STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

Be it remembered that on this 17th day of September, 1986, before me, a Notary Public of the State of New Jersey, personally appeared L.G.King, who, being duly sworn according to law upon his oath did make proof to my satisfaction that he is and was at the date of execution of the foregoing instrument the President and Chief Operating Officer of LCP CHEMICALS & PLASTICS, INC., which executed the foregoing instrument; and he did acknowledge that he signed, sealed and delivered said instrument as the officer above stated, by authority of the Board of Directors of said corporation, as the voluntary and free act and deed of the said corporation, and that he knows the common seal of the said corporation the seal thereto affixed is the common seal of the said corporation, and was the seal of said corporation at the date and execution of the foregoing instrument.

Jill W. Rubin
Notary Public

JILL D. AUGUST 1986
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1987



STATE OF NEW JERSEY

COUNTY OF PASSAIC

Be it remembered that on this 30th day of October, 1986, before me, a Notary Public of the State of New Jersey, personally appeared Richard L. Toma who, being duly sworn according to law upon his oath did make proof to my satisfaction that he is and was at the date of execution of the foregoing instrument the Vice President, Manufacturing of GAF Chemicals Corporation which executed the foregoing instrument; and he did acknowledge that he signed, sealed and delivered said instrument as the officer above stated, by authority of the Board of Directors of said corporation, as the voluntary and free act and deed of the said corporation, and that he knows the common seal of the said corporation; the seal thereto affixed is the common seal of the said corporation, and was the seal of said corporation at the date and execution of the foregoing instrument.

Veronica C. Obinger
Notary Public

Notary Public of New Jersey
My Commission Expires May 6, 1990

6/14/72

AGREEMENT made this *24th* day of *August*, 1972,

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street,
New York, New York (herein called "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a
Delaware corporation, having an office care of
Shanley & Fisher, 570 Broad Street, Newark,
New Jersey (herein called "LCP");

W I T N E S S E T H:

WHEREAS, GAF as of even date herewith has conveyed to LCP a parcel of land situated in the City of Linden, Union County, New Jersey, on which is located an electrical substation through which Public Service Gas & Electric Company of New Jersey (Public Service) supplies electric power for operation of the facilities situated on the land conveyed to LCP as well as for operation of the facilities situated on land being retained by GAF adjacent to LCP's land; GAF desires to receive a supply of electric power through said substation and LCP is agreeable to have GAF receive electric power through said substation.

NOW, THEREFORE, the parties agree as follows:

1. LCP does agree to sell and convey to GAF the 10,000 KVA transformer and associated equipment, including wiring, circuit breakers, switch gears and bus bar network associated with said transformer (herein collectively called "Equipment") at a price of \$35,000 payable on delivery of a Bill of Sale conveying such Equipment to GAF.

2. LCP hereby grants to GAF the right, at its expense, to rearrange the said Equipment as hereinafter set forth in order to provide for a separate supply of electrical power to GAF for operation of its facilities. The said rearrangement of Equipment shall consist of the realignment of circuit breakers and the bus bar network and wiring so that GAF's electric power use shall be separated from LCP's electric power use and GAF's supply of electric power shall be transmitted solely through the said 10,000 KVA transformer and associated equipment. Thereafter GAF's electric power shall be metered separately and charged to GAF directly by Public Service. The said rearrangement shall be accomplished approximately as indicated on the drawings and sketches attached hereto as Exhibits 1 (Sketch not numbered); 2 (No. H-5000 Study #1); 3 (No. H-5783 A); 4 (No. H-5130 Study #1); and 5 (No. SK-50572-1).

GAF agrees to have the work required to accomplish said rearrangement performed at times and in accordance with a mutually agreed upon schedule so as not to unreasonably interfere with the furnishing of electric power to LCP.

GAF, at its expense, shall be responsible for insuring said Equipment after it acquires same against damage from any cause. LCP agrees to maintain and keep said substation in good repair and working order and to make all normal repairs thereto. GAF agrees to reimburse LCP for the cost of maintenance of the Equipment on presentation of detailed invoices. GAF shall have the right to inspect the Equipment from time to time upon reasonable notice to LCP. At least once a year during the normal shutdown period of GAF's facilities GAF, at its expense, shall have the right to perform any such maintenance work which may be required or appropriate. In addition, GAF shall have the right to enter upon the premises at other times if it becomes necessary for the purpose of making emergency repairs to said Equipment, said emergency repairs to be made at GAF's expense.

If at any time GAF should make other arrangements for its electric power needs and discontinues use of said Equipment it may remove same from the substation or offer same for sale to LCP at a mutually agreeable price.

3. GAF agrees to purchase and deliver to LCP, at no charge, one twenty ampere Pringle D.C. switch for the so-called 230 Building. This is on order pursuant to GAF Purchase Order #39973.

4. This Agreement is subject to approval of Public Service.

5. This Agreement constitutes the entire contract between the parties as to the subject matter hereof and no amendments or modifications thereof shall be effective unless in a writing signed by the party claimed to be bound thereby.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of GAF and LCP.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the day and year first above written.

GAF CORPORATION

ATTEST:

By

James A. Rees
Vice President

J. B. Fisher
Secretary

LINDEN CHLORINE PRODUCTS, INC.

ATTEST:

By

C. J. Hansen
President

W. C. Caldwell
Assistant Secretary

BOOK 3489 PAGE 106

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared WILLIAM C. CALVERT, JR. who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the ASSISTANT SECRETARY of LINDEN CHLORINE PRODUCTS, INC., one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by C. A. HANSEN who was at the date and execution thereof, the PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

W.C. Calvert Jr.
William C. Calvert
Assistant Secretary

Sworn and subscribed before me,
the day and year above written.

Frederic R. Hansen
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 27th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared STANLEY B. FEUER who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the SECRETARY of GAF CORPORATION, one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by THOMAS A. DENT who was at the date and execution thereof, a VICE PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

Stanley B. Feuer
Stanley B. Feuer
Secretary

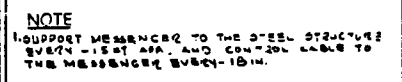
Sworn and subscribed before me,
the day and year above written.

Violet R. Roncace
Notary Public

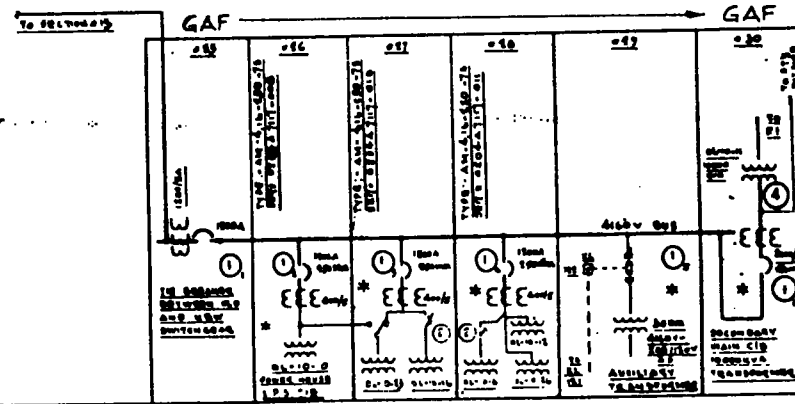
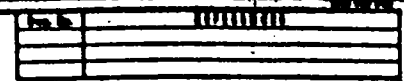
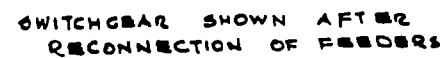
VIOLET R. RONCACE
NOTARY PUBLIC, State of New York
No. 63-8632800
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

BOOK 3499 PAGE 108

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17



2013-100-ED-2


$$56.88 - 41.9 = 14.98 \text{ Btu}$$
[illegible]

40647

BOOK 3499 PAGE 111

END OF DOCUMENT

*John J. Hale & Assoc.
P.O. Box 30
Roseland, N.J. 07068*

*4302
P.H.*

UNIFORM COMMERCIAL INDEX

COMMENCING JANUARY 1st, 1963

[illegible]

UNIFORM COMMERCIAL INDEX

GHI JKL	MNO PQRS	TUVW XYZ	OWNER AND DEBTOR		SELLER OR ASSIGNEE	GOODS
			CORPORATION	INDIVIDUAL		
			L.C.P. Chemicals & Plastics Inc.		Manufactures Marine Joints	
					270 Rock Ave.	Strover, Egan
					New York, N.Y.	
			L.C.R. Corp.		Midland Nat'l. Bk. / South	
					6000 Midland Dr.	Egan
					Int. Laurel, N.Y.	
(see UCC 604)	filed 10-6-73		L.C.R. Corp.		Midland Nat'l. Bk. / South	
					6000 Midland Dr.	Egan
					Int. Laurel, N.Y.	
			L.C.R. Corp.		Midland Nat'l. Bk. / South	
					6000 Midland Dr.	Egan
					Int. Laurel, N.Y.	
			LaPaille Rest		Broad National Bank	
					905 Broad St	Egan
					Newark, N.J.	
10-1463	filed 7/16/84		L.C.R. Industrial, Inc.		Harrison Bank, N.J.	
					225 South St.	Egan
					Morristown, N.J.	
10-1464	filed 7/16/84		L.C.R. Industrial, Inc.		Harrison Bank, N.J.	
					225 South St.	Egan
					Morristown, N.J.	
			L.C.P. Chemicals		Wells Financial Inc.	
					101 Park Ave	Egan
					New York, N.Y.	
					Wells Financial Inc.	

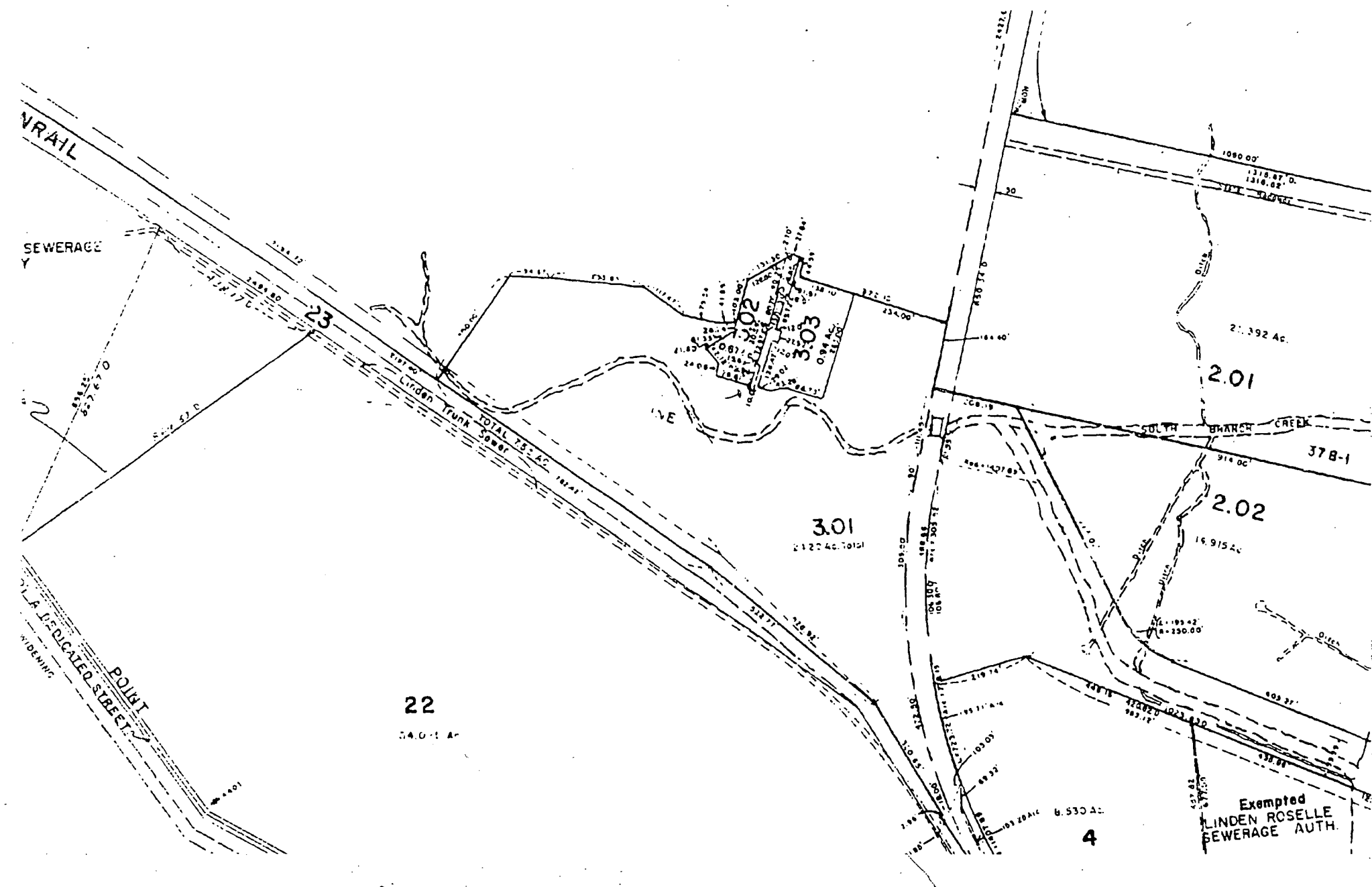
COMMENCING JANUARY

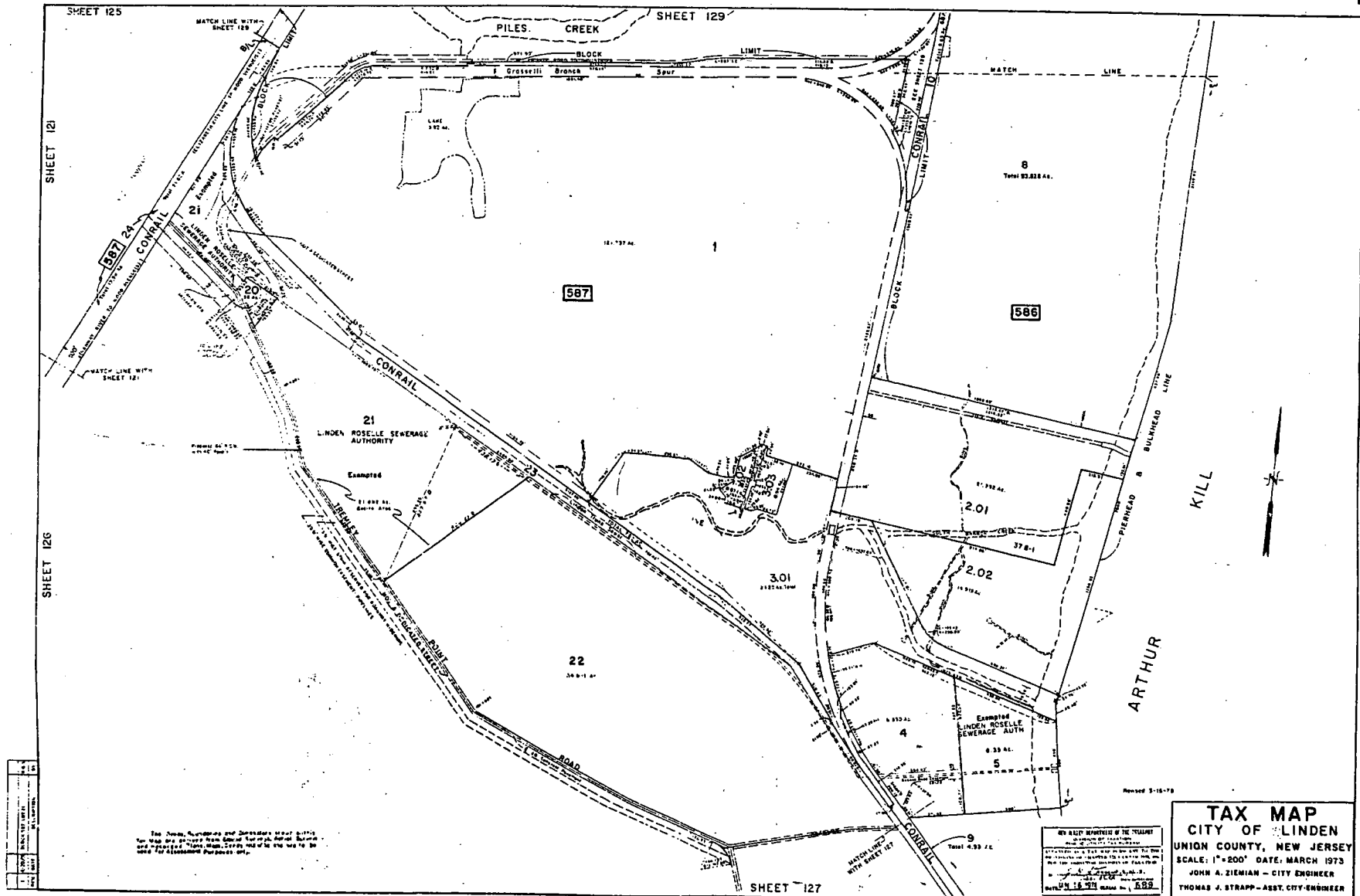
DESCRIPTION OF PROPERTY	WHEN FILED				ASSIGNMENT
	MONTH	DAY	YEAR	HOUR	
Raritan Picaya II	March	2	1983	11:23 AM	
Edison, N.J.					
101 Trumbull St	Mar	29	1983	2:23 PM	
Blipsett, N.J.					
40 Brown Ave	Mar	29	1983	2:23 PM	
Springfield, N.J.					
116 Springfield Rd	Apr	11	1983	8:45 PM	
Union, N.J.					
1100 Brier Lane	Apr	27	1983	12:06 PM	
Blipsett, N.J.					
Whitman St	July	16	1984	11:50 AM	11-1-88
Springfield, N.J.					
Commerce St	July	16	1984	11:50 AM	11-1-88
Springfield, N.J.					
South Wabam - POA 484	June	1	1983	7:22 PM	
Edison, N.J.					
Wabam - POB 484	June	1	1984	7:22 PM	

UNIFORM COMMERCIAL INDEX

COMMENCING JANUARY 1st, 19

GHI JKL	MNO PQRS	TUVW XYZ	OWNER AND DEBTOR		SELLER OR ASSIGNEE	DESCRIPTION OF PROPERTY	WHEN FILED				ASSIGNMENT	RELEASE	CONTINUATION
			CORPORATION	INDIVIDUAL			MONTH	DAY	YEAR	HOUR			
			L.C.P. Chemicals + Plastics Inc.		Manufactures Hanover Jct. N.Y.	Plaza II	March	2	1989	10:22 AM			
					270 Park Ave								
					New York N.Y.								
			L.C.R. Corp.		Midland Nat'l. Bk. / South	Thompson St	Mar	29	1989	2:23 PM			
					6000 Midland Dr.								
					Mt. Laurel, N.J.								
			L.C.R. Corp.		Midland Nat'l. Bk. / South	Thompson Ave	Mar	29	1989	2:23 PM			10-6-93
					6000 Midland Dr.								
					Mt. Laurel, N.J.								
			L.C.R. Corp.		Midland Nat'l. Bk. / South	Thompson Rd	Apr	11	1989	8:45 PM			
					6000 Midland Dr.								
					Mt. Laurel, N.J.								
			La Paella Rest		Broad National Bank	Thompson Ave	Apr	27	1989	12:26 PM			
					905 Broad St								
					Newark, N.J.								
			L.C.R. Industrial Inc		Horizon Bank N.Y.	Thompson St	July	16	1989	11:50 AM	11-1-88		5-10-89
					325 South St								
					Morristown, N.J.								
			L.C.R. Industrial Inc		Horizon Bank N.Y.	Thompson St	July	16	1989	11:50 AM	11-1-88		5-10-89
					325 South St								
					Morristown, N.J.								
			L.C.P. Chemicals		Wells Fenwick Inc	Thompson Ave - POB 484	June	1	1989	7:32 AM			
					101 Park Ave								
					New York, N.Y.								





TO HAVE AND TO HOLD the same unto the said Plainfield Savings Bank, its successors and assigns, to its and their only proper use, benefit and behoof forever, in as full, ample and beneficial a manner as by virtue of the said writ of Fieri Facias, I may, can, or ought to convey the same.

And I, the said Lee S. Rigby, for myself, my heirs, executors and administrators, do hereby covenant, promise and agree to with the said Plainfield Savings Bank, its successors and assigns, that I have not, as such Sheriff aforesaid, done or caused, suffered or procured to be done, any act, matter or thing whereby the estate hereby intended to be conveyed in and to the said lot of land and premises, with the appurtenances, is, may, or can be changed, charged, encumbered or defeated in any way whatever.

IN WITNESS WHEREOF, I, the said Lee S. Rigby, as such Sheriff aforesaid, have hereunto set my hand and seal this 27th day of April, in the year of our Lord one thousand nine hundred and thirty-six.

Signed, sealed and delivered :
in the presence of
Edward Cohn.

Lee S. Rigby. (L.S.)
Sheriff.

Rev. Stamps \$.50: attached and cancelled.
NEW JERSEY, UNION COUNTY, ss.

On this 11th day of May, in the year of our Lord, one thousand nine hundred and thirty-six, before me, the subscriber, a Master in Chancery of said State, personally appeared Lee S. Rigby, Sheriff of the County of Union, aforesaid, who is, I am satisfied, the grantor in the within indenture named, and having first made known to him the contents thereof he did thereupon acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, for the use and purposes therein expressed.

Edward Cohn.

A Master in Chancery of New Jersey.

I, Lee S. Rigby, Sheriff of the County of Union, State of New Jersey, do solemnly swear that the land and real estate described in this deed, made by me to Plainfield Savings Bank, was by me sold by virtue of a good and subsisting execution, as is therein recited, that the money ordered to be made has not been, to my knowledge or belief, paid, or satisfied, that the time and place of the sale of said land and real estate was by me duly advertised as required by law, and that the same was cried off and sold to a bona fide purchaser for the best price that could be obtained.

Lee S. Rigby.

Sworn before me, one of the Masters in Chancery of New Jersey, on this 11th day of May, in the year of our Lord, nineteen hundred and thirty-six. And I do certify that I have examined the above deed mentioned, and do approve the same and order it to be recorded as a good and sufficient conveyance of the lands and real estate therein described.

Edward Cohn.

Master in Chancery of New Jersey.

Rec'd Nov. 21, 1936.

#18725.

At 9:32 A.M.

Recorded at request of Asa F. Randolph.

The Grasselli Chemical Co.

to

E. I. duPont de Nemours and Co.

..

State of Delaware, having its principal office in the City of Cleveland, in the County of Cuyahoga and State of Ohio, and duly licensed to do business in the State of New Jersey, of the first part, AND E. I. duPont de Nemours and Company, a Delaware corporation, having its principal office in the City of Wilmington, in the County of New Castle and State of Delaware, and duly licensed to do business in the State of New Jersey, of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of ten dollars (\$10.00) lawful money of the United States of America, well and truly paid by the said party of the second part, at and before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey, release, confirm and confirm unto the said party of the second

part, and to its successors and assigns, forever, all those tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the City of Linden, in the County of Union and State of New Jersey, to wit:

Tract No.1:

Beginning at a point being the intersection of the southeasterly line of 24th Street with the southwesterly line of Wood Avenue and thence running along the southwesterly line of Wood Avenue, South thirty six (36) degrees thirty six (36) minutes East, thirteen hundred and forty two and eighty four hundredths (1342.84) feet, more or less to the line of lands now or formerly in the possession of the Board of Education of Linden Township; thence running along the line of said lands South fifty three (53) degrees twenty four (24) minutes West six hundred and seventy one and twenty-one hundredths (671.21) feet, more or less, to the northerly line of the Tremley Point Road; thence running along the northerly line of Tremley Point Road, North seventy two (72) degrees and thirty nine (39) minutes West seven hundred and four and thirty-three hundredths (704.33) feet, more or less, to the intersection of the northerly line of the Tremley Point Road with the easterly line of the Old Rahway Road; thence running along the easterly line of the Old Rahway Road north no (0) degrees and twenty one (21) minutes West nine hundred fifty seven and fifteen hundredths (957.15) feet to the intersection of the easterly line of the Old Rahway Road with the southeasterly line of 24th Street; thence running along the southeasterly line of 24th Street North fifty three (53) degrees and twenty four (24) minutes East five hundred twenty and fifteen hundredths feet (520.15) to the place of beginning; containing twenty five and seven hundred and eighty three thousandths (25.783) acres, more or less.

EXCEPTING THEREFROM all that part of said premises described as follows: ALL that certain tract, lot or parcel of land and premises situate, lying and being in the City of Linden, County of Union, New Jersey, described as follows:

BEGINNING at a point on the westerly line of Wood Avenue which is ninety-one feet and five one-tenths of a foot south from the corner formed by the intersection of said line of Wood Avenue with the southerly line of Twenty Ninth Street and which said point is also in line of lands now or formerly in possession of the Board of Education of Linden Township; thence running along the line of said lands south fifty three degrees twenty four minutes west six hundred seventy-one and twenty-one one-hundredths of a foot to the northerly line of Tremley Point Road; thence along said line of Tremley Point Road north seventy two degrees thirty five minutes west 298.44 feet to a point in said line of Tremley Road which would be intersected by a line drawn parallel to Twenty Ninth Street in a westerly direction from the westerly line of Wood Avenue from a point in said line of Wood Avenue which is one hundred (100) feet north of the northerly line of Twenty-Ninth Street; thence running easterly and parallel to the northerly line of Twenty Ninth Street eight hundred forty six and fifty six one-hundredths feet more or less to a point in the aforesaid line of Wood Avenue which is one hundred (100) feet north of the northerly line of Twenty-Ninth Street; thence south thirty six degrees thirty-six minutes East along said line of Wood Avenue two hundred and forty-one feet and five one-tenths of a foot to the point and place of BEGINNING. Tract No.1 was conveyed to the party of the first part herein by deed of Frank R. Immons, Sheriff of the County of Union, State of New Jersey, bearing date April 11, 1932, and recorded in the Union County Register's Office, Elizabeth, New Jersey, in Book 1251 of Deeds for said County, page 349 etc.

Tract No.2: (Grasselli Park)

Beginning at a point in the southerly line of Tremley Point Road, at a corner of lands now or formerly of The John Fedor Realty Company, and thence running (1) along the line of lands of the said John Fedor Realty Company, and along line of lands now or formerly of the East Linden Development Company, South thirty (30) degrees fifty-two (52) minutes West 1231.90 feet to the center line of Marsh's Creek; thence running (2) along and up the center line of said Marsh's Creek, it being also the division line between lands herein described and lands now or formerly of the Estate of Sanford Roll, in a general northwesterly direction, 765 feet, more or less, to an old line of fence; thence running (3) along an old line of fence, and along line of lands now or formerly of the Estate of Sanford Roll, South 16 degrees, thirty three (33) minutes West 6.07 feet, to a line of fence; thence running (4) still along the line of lands now or formerly of the Estate of Sanford Roll, North forty-seven (47) degrees, twenty (20) minutes West 328.70 feet to the easterly line of the Lower Road to Rahway; thence running (5) along the easterly line of the Lower Road to Rahway, North ten (10) degrees, fifty-five (55) minutes East 351.45 feet to a point; thence running (6) still along the easterly line of the Lower Road to Rahway, North seven (7) degrees twenty eight (28) minutes east 425.97 feet to the southerly line of the Tremley Point Road; thence running (7) along the southerly line of Tremley Point Road, South seventy two (72) degrees thirty five (35) minutes East 738.36 feet to a point; thence running (8) still along the southerly line of the Tremley Point Road, South seventy one degrees 24 minutes East 249.46 feet to a point; thence running (9) still along the southerly line of the Tremley Point Road, South seventy (70) degrees twenty five (25) minutes East, 391.02 feet to

DEEDS-1330

a point; thence running (10) still along the southerly line of the Tremley Point Road, South sixty four (64) degrees twentyfour (24) minutes east 80.20 feet to the place of beginning, containing 26.790 acres of land.

EXCEPTING THEREFROM, however, the following described parcels designated Exception No.1, No.2, No.3, and No.4:

Exception No.1: Beginning at a point in the easterly line of the Lower Road to Rahway, distant southerly along the same 379.32 feet from the intersection of the easterly line of the Lower Road to Rahway with the southerly line of the Tremley Point Road; and from said beginning point thence running (1) along the easterly line of the Lower Road to Rahway South seven (7) degrees twenty eight (28) minutes West 46.65 feet to a point; thence running (2) still along the easterly line of the Lower Road to Rahway, South ten (10) degrees fifty-five (55) minutes West 55.35 feet to a point, which point is distant northerly along the easterly line of the said Lower Road to Rahway 298.10 feet from the northerly corner of lands now or formerly of the Estate of Sanford Roll; thence running (3) South eighty (80) degrees forty seven (47) minutes East 103.21 feet to a point; thence running (4) North seven degrees twenty eight (28) minutes East 100.00 feet to a point; thence running (5) North eighty (80) degrees forty seven (47) minutes West 100.00 feet to the place of beginning, containing 0.231 acres of land, and

Exception No.2: Beginning at a point in the southerly line of the Tremley Point Road, distant easterly along the same, 710.81 feet from the intersection of the southerly line of the Tremley Point Road with the easterly line of the Lower Road to Rahway; and from said beginning point thence running (1) along the southerly line of the Tremley Point Road south seventy two (72) degrees thirty-five minutes East 27.55 feet to a point; thence running (2) still along the southerly line of the Tremley Point Road, South seventy-one degrees twenty four (24) minutes East 249.46 feet to a point; thence running (3) still along the southerly line of the said Tremley Point Road South 70 degrees twenty five (25) minutes east 3.00 feet to a point; which point is distant westerly, along the southerly line of the Tremley Point Road, 368.22 feet, from the corner of lands now or formerly of the John Fedor Realty Company; thence running (4) south eighteen (18) degrees, thirty six (36) minutes West 189.95 feet to a point; thence running (5) North seventy one (71) degrees twentyfour (24) minutes West 280.00 feet to a point; thence running (6) North eighteen (18) degrees, thirty-six (36) minutes East 189.43 feet to the place of beginning, containing 1.220 acres of land, and

Exception No.3: (Land for Streets and Avenues)

All those certain parcels of land conveyed by The Grasselli Chemical Company, an Ohio corporation, to the Township (now City) of Linden, comprising 4.932 acres, more or less, by deed dated September 30, 1918, and recorded in the Register's Office of Union County, New Jersey, in Book 740 of Deeds for said County, on page 239, to which deed reference is hereby made for a more complete description.

Exception No.4: (Grasselli Park Lots Sold)

All those certain lots or parcels of land known as Lots Nos. 3, 4, 6 and 8 in Block #1; Lots Nos. 6, 22, 25 and 26 in Block #2; Lots Nos. 32 and 36 in Block #3; Lots Nos. 9 and 10 in Block #5; Lots Nos. 2, 3, 6, 9, 12, 13 and 18 in Block #6; Lots Nos. 1, 10, 12, and 13 in Block #7, all in Grasselli Park, a subdivision of the City of Linden, as shown on Map #2611-7, as recorded in the County Recorder's Office of Union County under #67-D, on the 8th day of May, 1924, and containing 1.95 acres, but not including in this exception, but hereby granting and conveying to the Grantee herein the rights reserved in the various deeds by which said lots were conveyed.

The whole tract herein described as Tract No. 2 exclusive of the four exceptions herein described, containing 19.707 acres, more or less, and being part of the premises conveyed by William H. Roll and Cassie Roll to The Grasselli Chemical Company, an Ohio corporation, by that certain deed dated July 31, 1918, recorded in the Register's Office in the County of Union, New Jersey, in Book #732 of Deeds, pages 133, etc.

Tract No.3: (Easements)

Beginning at a point on the Southeasterly line of Wood Avenue, as same is now located, on the division line between the lands of the grantor hereby to be conveyed and lands now or formerly of the Tremley Point Corporation, and extending thence South 34° 36' West 361.86 feet more or less to a point, corner to lands of The Holland Company; thence along the Northerly line of lands of The Holland Company North 59° 44' West 289 feet to the Easterly right of way of the New Jersey Short Line Railroad; thence in a Northerly direction along said railroad right of way upon a curve to the right, having a radius of 5664 feet, 32.10 feet to the point of tangency; thence in a Northerly direction still along said right of way 192.0 feet to a point; thence North 34° 32' East 235.90 feet to the Southeasterly line of Wood Avenue; thence Easterly along said Southeasterly line to a bend in same; thence still along said Southeasterly line South 39° 30' East 172.55 feet to the point of beginning, containing 2.92 acres more or less, being a part of the same tract or parcel conveyed to The Standard Chemical Company by William S. Roll by deed dated November 28, 1931 and conveyed by The Standard

Chemical Company to The Grasselli Chemical Company, an Ohio corporation, by deed dated February 11, 1905, and recorded in the Union County Registry of Deeds in Book 446, page 147.

Tract No. 4:

Beginning at a point situated in the southwesterly side line of the Old Tremley Point Road, now known as Wood Avenue, at the northerly corner of lands herein conveyed as Tract No. 3, and from said beginning point thence running (1) south thirty-four (34) degrees four (4) minutes west two hundred and thirty-eight and nine tenths feet (238.9') to a point; said point being distant southeasterly fifty feet (50') from the located center line of the present or former New Jersey Short Line Railroad; thence running (2) parallel with and distant therefrom fifty (50) feet southeasterly from said located center line Northtwenty-eight (28) degrees fifty (50) minutes East two hundred and forty four and six-tenths (244.6) feet to a point in the side line of the old Tremley Point Road; thence running (3) along the Old Tremley Point Road South fortythree (43) degrees fifty nine (59) minutes East twenty two and sixty five one-hundredths (22.65) feet to the place of beginning, containing sixty-two one-thousandths (.062) acres.

The said tract is in accordance with a survey made by J.L. Bauer, C.E., Elizabeth, N.J. August 14, 1916, being part of the same premises conveyed to The Grasselli Chemical Company, an Ohio corporation, by John Feder Realty Co. Inc., by that certain deed dated July 1, 1916, recorded in the Register's Office of Union County, New Jersey in Book 730 of Deeds, pages 135, etc.

Tract No. 5: (Plant Property)

All those certain parcels of land situate, lying and being in the City of Linden, County of Union, and State of New Jersey, which are bounded on the North by lands now or formerly of The Standard Oil Company and the Security Land and Improvement Company and by Morse's Creek; on the East by Staten Island Sound, on the South by lands now or formerly of the Tremley Point Corporation and the Central Railroad of New Jersey; on the West by the right of way of the Perth Amboy and Elizabethport Railroad and lands now or formerly of the Security Land & Improvement Company and the Central Railroad of New Jersey (more fully shown on Map 2157-11 hereto attached and made a part hereof);

Excepting, however, those certain parcels of land which were conveyed by The Grasselli Chemical Company, an Ohio corporation, to the Grasselli Dyestuff Corporation by those certain two deeds each dated October 20, 1928, and described therein as follows and designated Excepted Parcel 1, 2, 3 and 4:

Excepted Parcel 1: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 feet in width), and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands of The Grasselli Chemical Company and lands of the Central Railroad of New Jersey, thence running (1) Along said westerly right of way line of the Sound Shore Railroad, on a curve curving toward the northeast, with a radius of 1457.69 feet a distance of 309.50 feet to a point; thence running (2) N. 52° 18' W. 57.20 feet to a point; thence running (3) Parallel with the straight tangent of the Sound Shore Railroad, and 50 feet distant westerly at right angles from the westerly right of way line thereof, N. 15° 05' E. 1908.50 feet to a point; thence running (4) Along line of other lands of The Grasselli Chemical Company, N. 9° 55' W. 240.00 feet to a point; thence running (5) Still along line of lands of The Grasselli Chemical Company N. 35° 00' W. 128.53 feet to a point, distant at right angles 250.00 feet from the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width); thence running (6) Still along line of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad N. 74° 55' W. 575.00 feet to a point; thence running (7) Still along line of lands of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 325 feet to a point; thence running (8) Still along line of lands of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad, N. 74° 55' W. 800.00 feet to a point; thence running (9) Still along line of lands of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 1227.50 feet to a point distant northerly at right angles 146.00 feet from the northerly line of lands of the Central Railroad of New Jersey; thence running (10) Still along line of lands of The Grasselli Chemical Company, and parallel with the northerly line of lands of the Central Railroad Company of New Jersey and distant northerly at right angles 146.00 feet therefrom, S. 52° 18' E. 1456.95 feet to a point of curve; thence running (11) Still along line of lands of The Grasselli Chemical Company on a curve curving toward the south with a radius of 350.00 feet, a distance of 244.65 feet to a point of tangency; thence running (12) Still along line of lands of The Grasselli Chemical Company, S. 12° 15' E. 290.20 feet to a point in the center line of the Linden Township Trunk Sewer; thence running (13) Along line of lands of the Central Railroad Company of New Jersey, and along the center line of the

said Linden Township Trunk Sewer, S.68° 45' E. 25.00 feet to the place of beginning, containing 62.127 acres.

Excepted Parcel 2: Beginning at the point of intersection of the easterly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands of The Grasselli Chemical Company and lands of the Sinclair Oil Company; thence running (1) Along line of lands of the Sinclair Oil Company, and along the center line of the Linden Township Trunk Sewer, S.68° 45' E. 203.70 feet to a point; thence running (2) Still along line of lands of the Sinclair Oil Company and parallel with the Linden Township Trunk Sewer and distant southerly (3) three feet from the center line thereof, S.64° 37' E. 1023.63 feet to a point in the U.S. Government Pierhead and Bulkhead Line; thence running (3) Along said U.S. Government Pierhead and Bulkhead line, N.2° 27' W. 86.40 feet to an angle point in same; thence running (4) Still along the U.S. Government Pierhead and Bulkhead Line, N.18° 27' E. 23.76 feet to a point; thence running (5) Along line of lands of The Grasselli Chemical Company and parallel with the second course of this description, N.64° 37' W. 984.02 feet to a point; thence running (6) Still along line of lands of The Grasselli Chemical Company and parallel with the first course of this description N.68° 45' W. 244.20 feet to a point in the aforesaid easterly right of way line of the Sound Shore Railroad; thence running (7) Along said easterly right of way line of the Sound Shore Railroad, on a curve curving toward the southeast with a radius of 1407.69 feet, a distance of 106.30 feet to the place of beginning, containing 2.811 acres.

Excepted Parcel 3: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company, an Ohio corporation, and land of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69 feet, a distance of 309.50 feet to an iron pipe, the real place of beginning; thence running (1) Along the line of lands conveyed to The Grasselli Dyestuff Corporation by The Grasselli Chemical Company, an Ohio corporation, by deed dated October 20, 1928, and described in said deed as Tract #1 (and herein as Excepted Parcel 1) North 52° 18' West 57.20 feet to an iron pipe; thence running (2) Still along the line of said Tract #1 (Excepted Parcel 1) North 15° 5' East 1908.50 feet to an iron pipe; thence running (3) South 74° 55' East 50 feet to an iron pipe in the westerly right of way line of the Sound Shore Railroad; thence running (4) Along the westerly right of way line of the Sound Shore Railroad South 15° 5' West 1840.54 feet to an iron pipe, the beginning of a curve to the Southwest; thence running (5) Still along the westerly right of way line of the Sound Shore Railroad upon a curve to the Southwest having a radius of 1457.69 feet, 90 feet to the point of beginning, containing 2.204 acres, more or less.

Excepted Parcel 4: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company, an Ohio corporation, and lands of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69 feet, a distance of 309.50 feet to an iron pipe; thence still along the westerly right of way line of the Sound Shore Railroad and still upon said curve 90 feet to a point; thence North 15° 5' East 1840.54 feet to an iron pipe in said right of way line; thence leaving said right of way line North 74° 55' West 50 feet to an iron pipe; thence North 15° 5' East 300 feet to a point; thence North 74° 55' West 775 feet to a point in the line of lands conveyed to the Grasselli Dyestuff Corporation by The Grasselli Chemical Company, an Ohio corporation, by deed dated October 20, 1928, and described in said deed as Tract #1 (Excepted Parcel 1); the real place of beginning; thence running (1) North 74° 55' West 257.40 feet to an iron pipe; thence running (2) North 88° 11' 30" West 1691.40 feet to an iron pipe; thence running (3) South 50° 45' West 541.57 feet to an iron pipe, the beginning of a curve to the left having a radius of 100 feet; thence running (4) Along said curve 179.85 feet to an iron pipe; thence running (5) South 52° 18' East 1491.17 feet to an iron pipe, corner to lands conveyed in said Tract #1 (Excepted Parcel 1); thence running with the line of lands conveyed in said Tract #1 (Excepted Parcel 1) North 15° 5' East 1227.50 feet to an iron pipe; thence running (6) Still along the line of lands conveyed in said Tract #1 (Excepted Parcel 1) South 74° 55' East 803.00 feet to an iron pipe; thence running (7) Still along the line of lands conveyed in said Tract #1 (Excepted Parcel 1) North 15° 5' East 325.00 feet to the point of beginning, containing 35.200 acres.

In said two deeds from The Grasselli Chemical Company, an Ohio corporation, to Grasselli Dyestuff Corporation, there was excepted and reserved from the four tracts thereby conveyed and herein excepted the permanent right to use all the pres-

ent and future main tracks through Roadway G, which roadway is shown on Sketch No. 102028 attached hereto and made a part hereof, for the purpose of ingress, regress and egress thereover, to and from the property formerly of The Grasselli Chemical Company, an Ohio corporation, and hereby (and as Tract No. 5 hereof) conveyed. The said permanent right is not included as a part of any of the said four parcels excepted from Tract No. 5; and the party of the first part has given, granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, convey and confirm unto the said party of the second part, and unto its successors and assigns forever, the said permanent right so excepted and reserved in each of said two deeds from The Grasselli Chemical Company, an Ohio corporation, to Grasselli Dyestuff Corporation dated October 20, 1928, which said permanent right is the permanent right to use as aforesaid all the present and future main tracks through Roadway G, which roadway is shown on Sketch No. 102028 attached hereto and made a part hereof, for the purpose of ingress, regress and egress thereover, to and from the property herein conveyed as Tract No. 5.

The premises hereinbefore described as being conveyed hereby are conveyed to the party of the second part herein, together with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part and parcel thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in or to the above described premises, and to every part and parcel thereof, and of, in or to any and all real estate owned by the said party of the first part, on to which it is entitled, located in the County of Union in the State of New Jersey, with the appurtenances.

TO HAVE AND TO HOLD the above-described pieces or parcels of land and premises, with all and singular the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

AND the said party of the first part, its successors and assigns, does by these presents covenant, grant, and agree to and with the party of the second part, its successors and assigns, that it, the said party of the first part, its successors and assigns, all and singular the hereditaments and premises, hereinabove described and granted, or mentioned and intended so to be, with the appurtenances unto the said party of the second part, its successors and assigns, against the said party of the first part, its successors and assigns, and against all and every other person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, shall and will warrant and forever defend.

IN WITNESS WHEREOF, the said party of the first part, has caused its corporate seal to be hereto affixed, and attested by its Secretary, and these presents to be signed by its President, the day and year first above written.

Signed, sealed and delivered
in the presence of:

M. J. Collins
E. Clifford

Attest:

O. M. Hook,
Secretary.

The Grasselli Chemical Company,
By: E. W. First,
President.

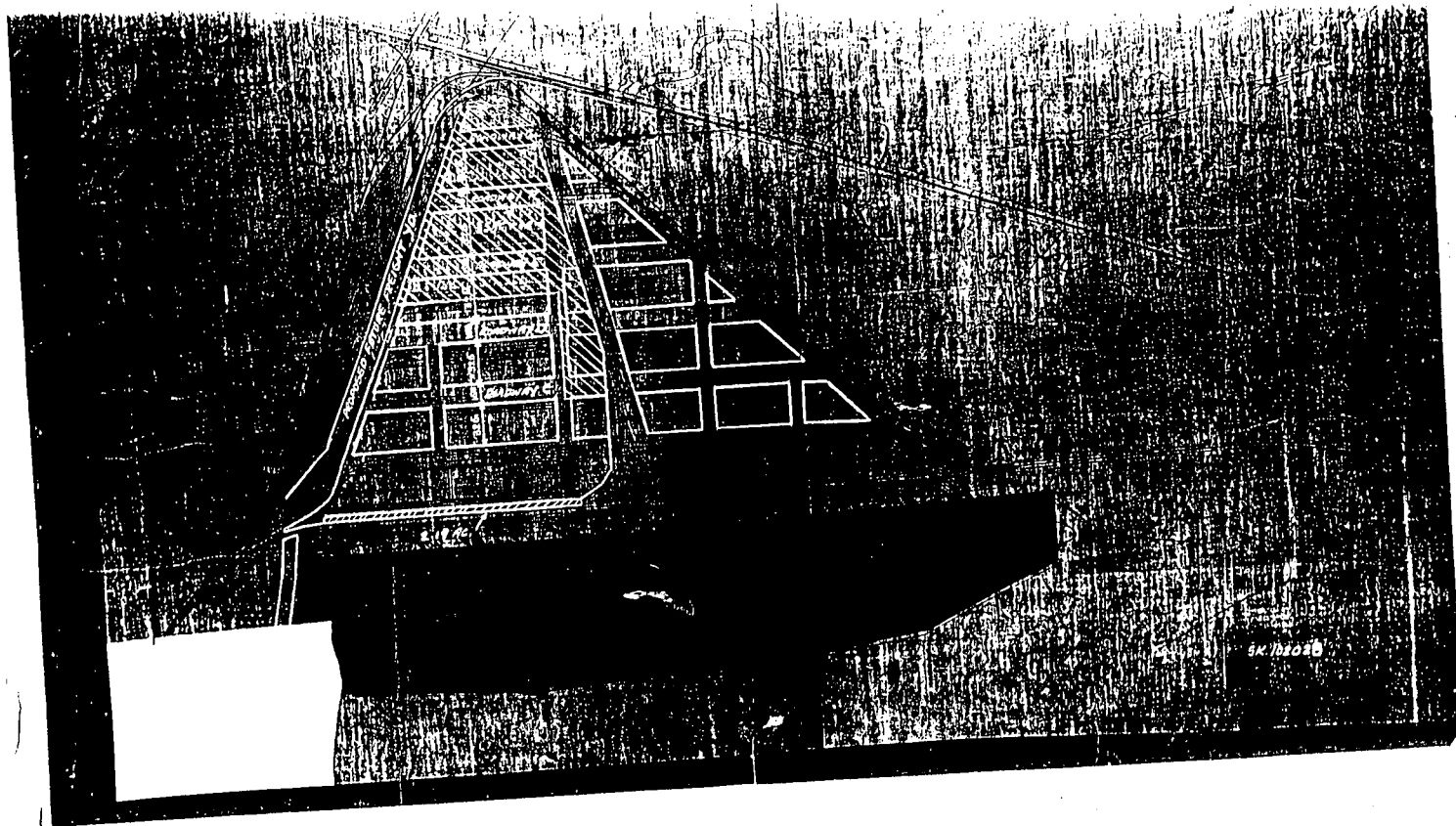
(Seal) The Grasselli Chemical Company, Corporate Seal
Founded 1899, Delaware

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS:

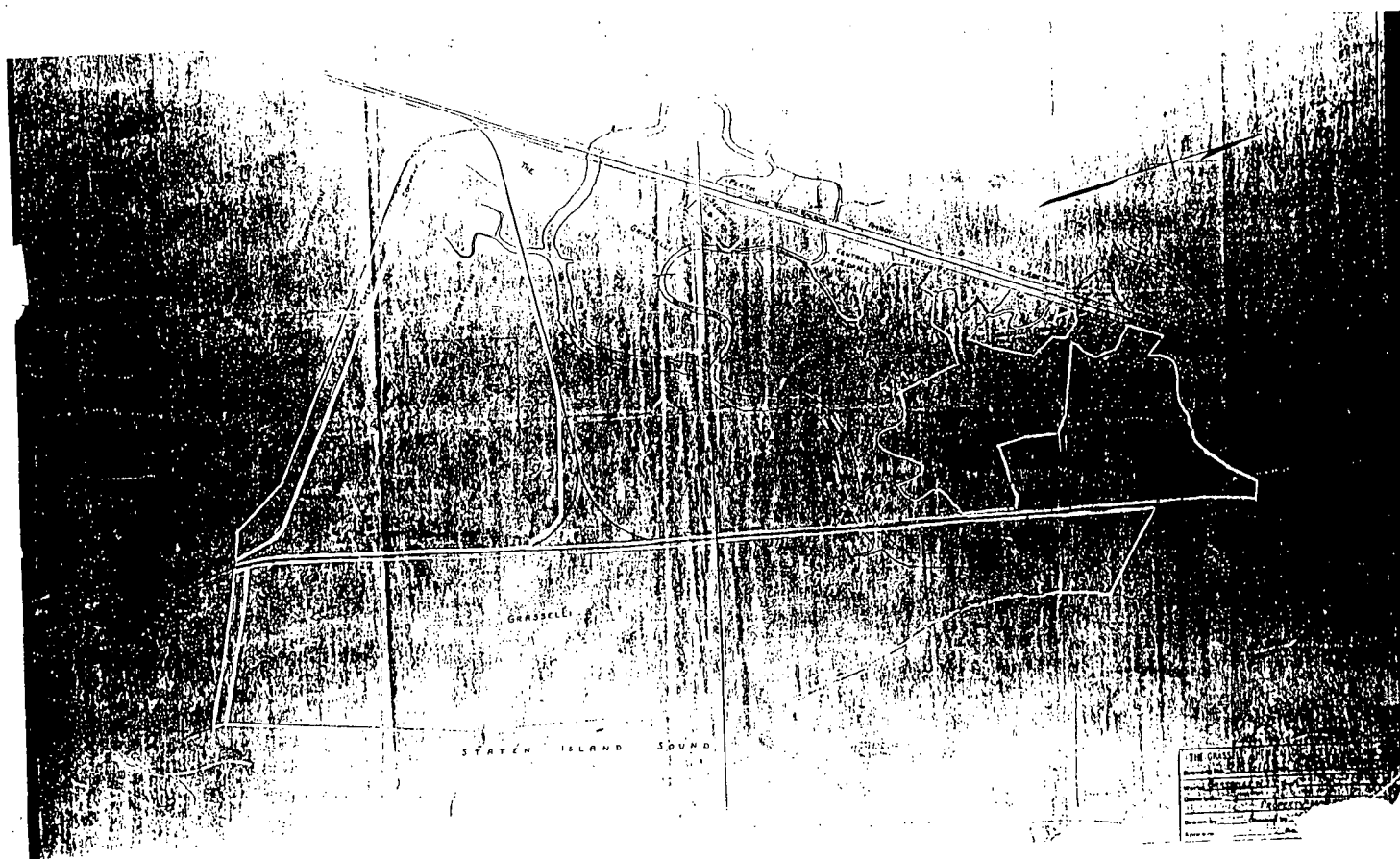
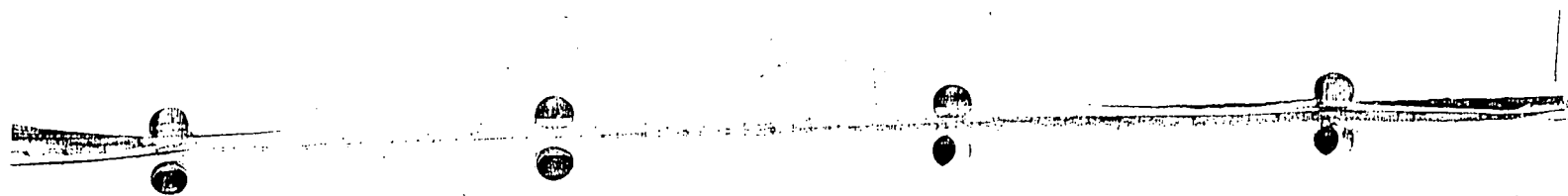
BE IT REMEMBERED, that on this 31st day of October, nineteen hundred and thirty six, before me, the subscriber, a Notary Public in and for said County, personally appeared O. M. Hook and made proof to my satisfaction that he is the Secretary of The Grasselli Chemical Company, the grantor named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by E. W. First, who was at the time thereof the President of said corporation, in the presence of this deponent and said President, at the same time, and acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

Witness my hand and subscribed before me at
Cleveland, Ohio, the date aforesaid.
M. J. Collins (Seal)
Notary Public,
Cuyahoga County, Ohio.
Commission expires February 1, 1937.

O. M. Hook.



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DEEDS-1330

THE STATE OF OHIO)
CUYAHOGA COUNTY)SS:

I, John J. Busher, Clerk of the Court of Common Pleas, a Court of Record of Cuyahoga County, aforesaid, DO HEREBY CERTIFY THAT, M.J. Collins, before whom the annexed acknowledgment, oath, affidavit, was taken, was at the date thereof a NOTARY PUBLIC, in and for said County, duly authorized by the laws of Ohio to take the same, also to make acknowledgments, affidavits and proofs, of deeds or conveyances for land, tenements or hereditaments situated and lying in said State of Ohio, and further that I am well acquainted with his handwriting and believe his signature thereto is genuine, and that the annexed instrument is executed according to the laws of the State of Ohio. Commission expires Feb. 1, 1937.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at Cleveland, Ohio, this 31st day of October, A.D. 1936.
No. K. 2325.

John J. Busher (Seal)
Clerk.

Rec'd. Nov. 27, 1936
At 3:59 P.M. No. 18844
Recorded at request of The Grasselli Chemical Co.

Susan Nesbitt Russ, et al.
to
William Mason

THIS INDENTURE, made the 16th day of November, in the year of our Lord, one thousand nine hundred and thirty six, BETWEEN Susan Nesbitt Russ and Harold D. Russ, her husband, of the City of Elizabeth, in the County of Union and State of New Jersey, party of the first part; AND William Mason, single, of the City of Elizabeth, in the County of Union and State of New Jersey, party of the second part;
WITNESSETH, that the said party of the first part, for and in consideration of one dollar and other good and valuable consideration, lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, ALL that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Elizabeth, in the County of Union and State of New Jersey.

BEGINNING at a point in the easterly line of Monroe Avenue three hundred and thirty four (334) feet north from the northeast corner of Monroe Avenue and Mary Street, thence running northerly along said line of Monroe Avenue thirty four (34) feet, thence easterly at right angles to said line of Monroe Avenue one hundred and fifty (150) feet, thence southerly parallel with said line of Monroe Avenue thirty-four (34) feet, thence at right angles to last mentioned course one hundred and fifty (150) feet to the place of BEGINNING.

Being the same premises conveyed to said Susan Nesbitt Russ, wife of Harold D. Russ, by deed of Frances Nesbitt and Samuel J. Nesbitt, her husband, dated August 15, 1919, recorded in the Registrar's Office of Union County in Book 761 of deeds for said County, on page 372, etc. on August 8, 1919.

Being the same premises heretofore conveyed by the Grantors herein to the Grantee herein by Warranty deed dated June 1st, 1936, at which time the said William Mason, single, was not of full age. The said William Mason attained his majority on the 22nd day of October, 1936, and this deed is made, executed and delivered to confirm the conveyance heretofore made to the said William Mason, single.

TOGETHER with all and singular, the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining;

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, or, in and to the same, and of, in and to every part and parcel thereof,

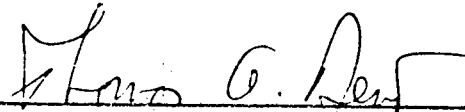
DO HAVE AND TO HOLD, all and singular the above described Land

NOW, THEREFORE, the parties agree as follows:


For and in consideration of the sum of ONE (\$1.00) DOLLAR, and other good and valuable consideration, in hand paid one to the other, GAF Corporation and Union Carbide Corporation hereby terminate the Agreement made the 31st day of May, 1963 between General Aniline & Film Corporation, and Union Carbide Corporation, formerly Union Carbide and Carbon corporation, and the lease dated March 22, 1957, as amended by agreements dated July 15, 1960 and February 26, 1962.

IN WITNESS WHEREOF, the parties herein have caused this Agreement To Terminate Lease to be executed in its names by its respective proper officers thereunto duly authorized as of the day and year first above written.

GAF CORPORATION


Vice President

UNION CARBIDE CORPORATION


Vice President

BK2963PC 668

STATE OF NEW YORK]

COUNTY OF NEW YORK]

SS:

BE IT REMEMBERED that on this 4th day of October
1972, before me, the subscriber, A Notary Public of the State of New York,
DORIS V. GALLOTTO
personally appeared, E. S. MENAPACE

who being by me duly sworn on his oath, deposes and makes proof
to my satisfaction, that he is the ASSISTANT Secretary
of GAF CORPORATION, the Corporation named in the within Instrument,
that THOMAS A. DENT
is the VICE President of said Corporation; that the
execution, as well as the making of this Instrument, has been
duly authorized by a proper resolution of the Board of Directors
of the said Corporation; that deponent well knows the corporate
seal of said Corporation; and that the seal affixed to said
Instrument is the proper corporate seal and was thereto affixed
and said Instrument signed and delivered by said VICE President
as and for the voluntary act and deed of said Corporation, in
presence of deponent, who thereupon subscribed his name thereto
as attesting witness.

Sworn to and subscribed
before me the date
aforesaid

Doris V. Gallotto

(affix stamp and seal of
notarial office)

E. S. Menapace
Asst. Secretary

DORIS V. GALLOTTO
Notary Public, State of New York
No. 24-64504-3
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1974

BA2963PG 669

STATE OF NEW YORK]
COUNTY OF NEW YORK]

SS:

BE IT REMEMBERED that on this 1st day of December , 1972, before me, the subscriber, Lillian V. Jester personally appeared, Herman Wait who being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Assistant Secretary of UNION CARBIDE CORPORATION, the Corporation named in the within Instrument, that F. B. O'Mara is the Vice President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Vice President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

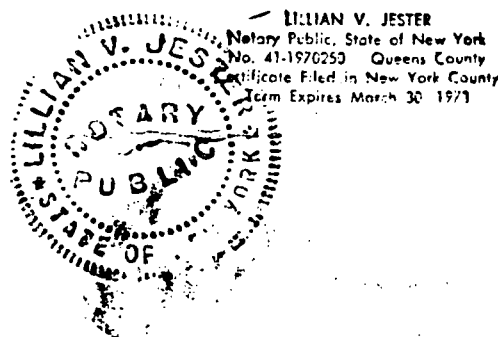
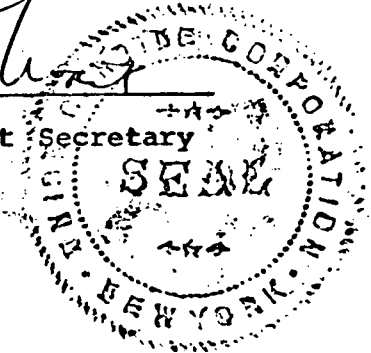
Sworn to and subscribed
before me the date
aforesaid

Lillian V. Jester

(affix stamp and seal of
notarial office)

Herman Wait

Assistant Secretary



BA2963PC 670

42863

AGREEMENT TO TERMINATE LEASE

GAF CORPORATION,

Wick Landlord,

-and-

UNION CARBIDE CORPORATION,

Tenant.

Dated: August 23, 1972

Prepared by:
John Kandravy
Attorney-at-Law of New Jersey

Law Offices

SHANLEY & FISHER
570 Broad Street
Newark, New Jersey 07102

END OF DOCUMENT

BK2963P 671

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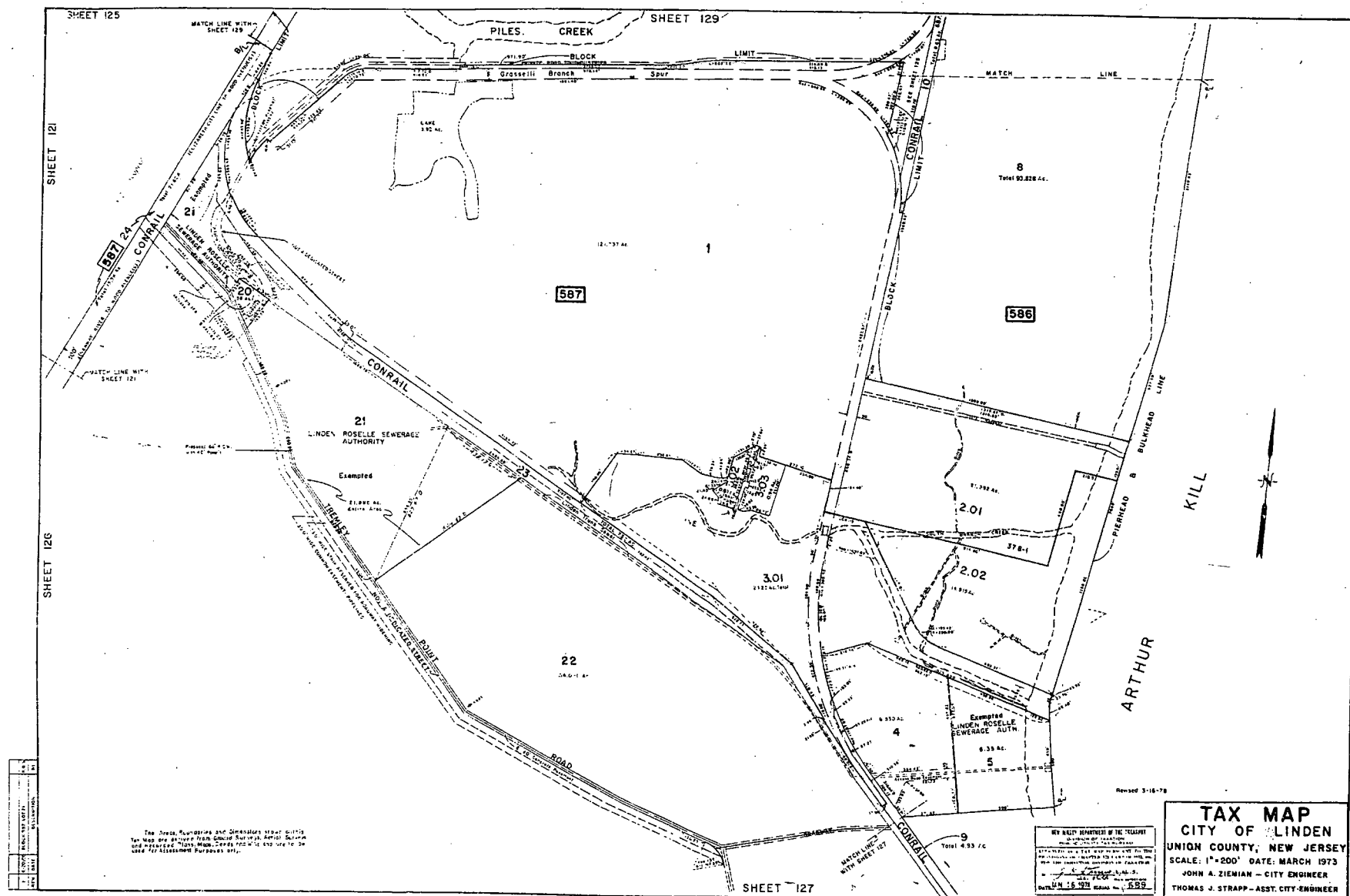
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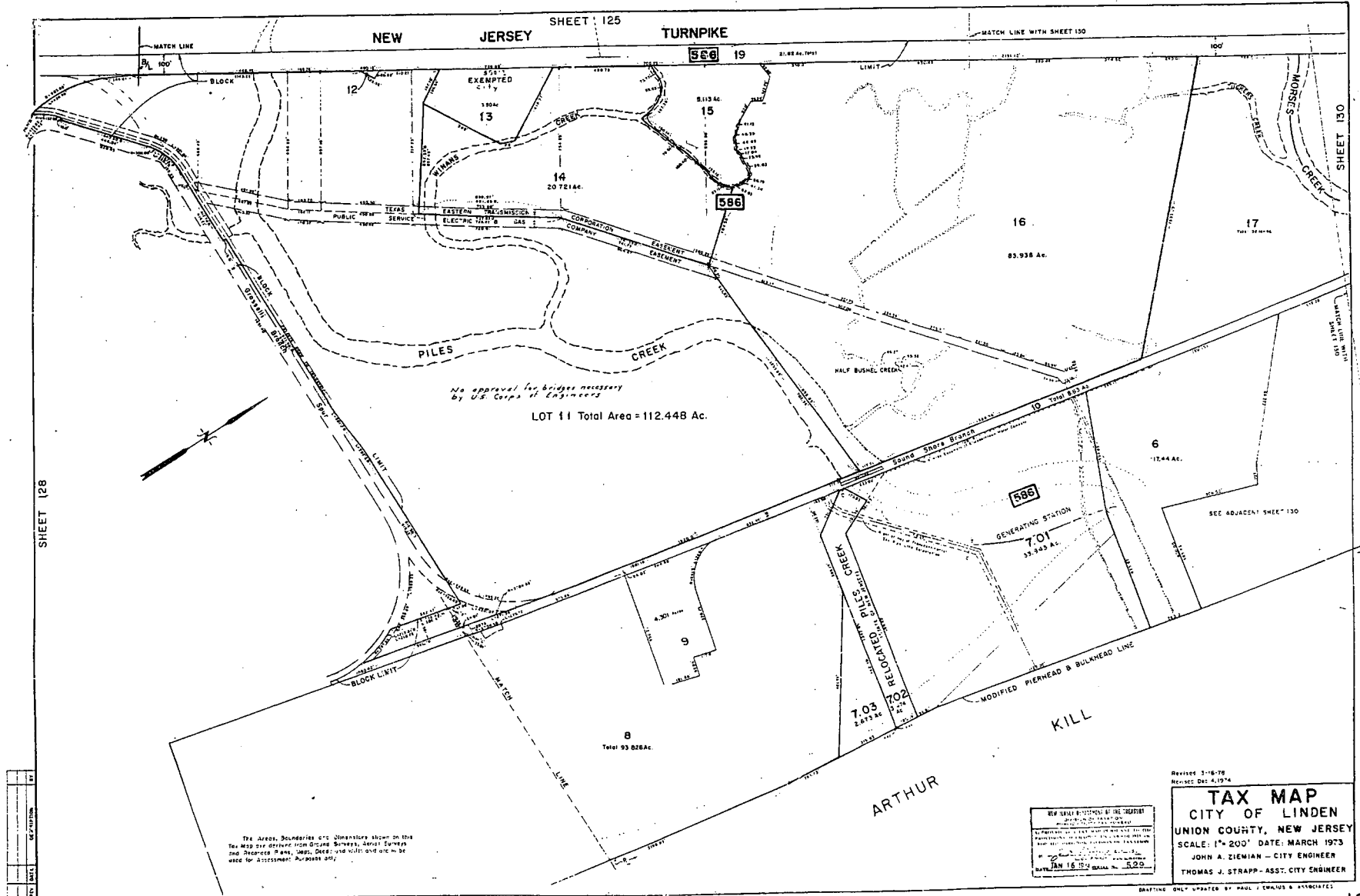
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LINDEN ROSELLE
SEWERAGE AUTH.

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10112

This Deed, made the 14th day of December 1977

Between LINDEN CHEMICALS & PLASTICS, INC. (formerly Linden Chlorine Products, Inc.),

a corporation existing under and by virtue of the laws of the State of
having its principal office at 14 Commerce Drive
in the Township of Cranford

Union and State of New Jersey herein designated as the Grantor,
And LCP CHEMICALS--NEW JERSEY, INC., a Delaware Corporation,

residing or located at 14 Commerce Drive
in the Township of Cranford
Union and State of New Jersey

herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of FOURTEEN THOUSAND THREE
HUNDRED AND SEVENTY (\$14,370.00)-----DOLLARS

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or
before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the
Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the
Grantees forever,

All that certain tract or parcel of land and premises, situate, lying and being in the
City of Linden in the
County of Union and State of New Jersey, more particularly described as follows:

BEGINNING at a point being south 64°23'30" West, 2.70 feet
distant from a concrete monument, said monument being the 19th
course of a metes and bounds description of a survey, schedule "A",
made by Grassmann, Kreh and Mixer, Inc., Engineers and Surveyors,
1034 Salem Road, Union, New Jersey, dated February 15, 1972,
continued to April 4, 1973, also being a portion of a tract in a
certain deed of conveyance from the Central Railroad Company of
New Jersey to General Aniline and Film Corporation dated June 19,
1967, in the Register's Office of Union County, New Jersey, June 20,
1967, in deed book 2794, Page 745, thence;

1. South 64°23'30" West, 128.60 feet to a concrete monument,
thence;
2. South 15°46'00" West, 103.00 feet to a concrete monument,
thence;
3. Continuing South 15°46'00" West, 26.74 feet to a point, thence;
4. South 29°02'05" West, 61.35 feet to a point, thence;
5. South 36°58'40" West, 21.80 feet to a point, thence;
6. South 51°52'00" East, 42.12 feet to a point, thence;
7. South 00°06'00" West, 24.06 feet to an iron pipe, thence;
8. South 74°52'00" East, 79.61 feet to a point, thence;
9. Paralleling the railroad siding, North 15°09'00" East, 52.96
feet to a point, thence;
10. North 74°51'00" West, 10.00 feet to a point, thence;
11. Paralleling the railroad siding, North 15°09'00" East,
15.66 feet to a point, thence;
12. South 74°51'00" East, 10.00 feet to a point, thence;
13. Paralleling the railroad siding, North 15°09'00" East,
72.97 feet to a point, thence;

COUNTY OF UNION

CONSIDERATION 14,370

REALTY TRANSFER FEE 56.75

DATE 12-14-77 BY

EX 3207- 97

14. North 74°51'00" West, 13.00 feet to a point, thence;
15. Paralleling the railroad siding, North 15°09'00" East, 20.59 feet to a point, thence;
16. South 74°51'00" East, 13.00 feet to a point, thence;
17. Paralleling the railroad right-of-way, North 15°09'00" East, 80.71 feet to a point, thence;
18. North 74°51'00" West, 3.00 feet to a point, thence;
19. Paralleling the railroad siding, North 15°09'00" East, 90.25 feet to the point and place of BEGINNING.

The above-described tract contains .67 acres.

Being known and designated as Tax Lot 3.02 in Block 587 as shown on the Tax Map of the City of Linden.

The foregoing description is made in accordance with that certain Resubdivision Map of Lot 3 in Block 587 of the Tax Map of the City of Linden, Union County, New Jersey, into three lots prepared by Grassman, Kreh and Mixer, Surveyors, of Union, New Jersey, which Subdivision Map was recorded on June 16, 1977 in the Office of the Register of Union County as Map No. 712-C.

Being part of those premises described in the Deed dated August 24, 1972 from GAF Corporation, a Delaware Corporation, to Linden Chlorine Products, Inc., a Delaware Corporation and the Grantor named herein, which Deed was recorded August 25, 1972 in Book 2954, at Page 273 in the Office of the Register, Union County, New Jersey.

SUBJECT to easements, rights-of way, restrictions, and agreements of record.

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

ATTEST:

LINDEN CHEMICALS & PLASTICS, INC.

John Kandravý

Secretary

By:

C. A. Hansen, Jr. President

State of New Jersey, County of Essex

this 14th day of December 1979

John Kandravý

ss.: Be it Remembered, before me, the subscriber, a Notary Public

who, being by me duly sworn on oath, deposes and makes proof to my satisfaction, that he is the Secretary of Linden Chemicals & Plastics, Inc. the Corporation named in the within Instrument;

that C. A. Hansen, Jr. is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$ 14,370.00.

Sworn to and subscribed before me, the date aforesaid.

Notary Public of New Jersey

MAE S. BARBIERE

A Notary Public of New Jersey

My Commission Expires Mar. 21, 1982

Prepared by: James H. Freis, Esq.

JOHN KANDRAVÝ

EX 3207- 99

10112

Deed

LINDEN CHEMICALS & PLASTICS, INC.
(Formerly Linden Chlorine
Products, Inc.)

A corporation of
the State of Delaware

TO

LCP CHEMICALS--NEW JERSEY, INC.

Dated December 14th, 1979

~~XXXXXXXXXX~~ Return to:
James H. Freis, Esq.
Shanley & Fisher
550 Broad Street
Newark, New Jersey 07102

END OF DOCUMENT

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42863

AGREEMENT TO TERMINATE LEASE

AGREEMENT dated as of the 24th day of August, 1972, between GAF Corporation, a Delaware corporation, formerly General Aniline & Film Corporation, with offices at 140 West 51st Street, in the City, County and State of New York, and Union Carbide Corporation, a New York corporation, formerly Union Carbide and Carbon Corporation, with offices at 270 Park Avenue, in the City, County and State of New York;

WITNESSETH:

WHEREAS, an Agreement was made the 31st day of May, 1963 between General Aniline & Film Corporation, as landlord, and Union Carbide Corporation, formerly Union Carbide and Carbon Corporation, as tenant, supplementing and amending the lease between the same parties dated March 22, 1957, as amended by agreements dated July 15, 1960 and February 26, 1962, covering a parcel of land located in the City of Linden, Union County, New Jersey; and

WHEREAS, the aforementioned Agreement made the 31st day of May, 1963 between General Aniline & Film Corporation, and Union Carbide Corporation, formerly Union Carbide and Carbon Corporation, was recorded in the Office of the Register of Deeds and Mortgages of Union County, New Jersey, on October 2, 1963, in Deed Book 2662 at page 319; and

WHEREAS, GAF Corporation and Union Carbide Corporation are desirous of terminating the aforementioned Agreement made the 31st day of May, 1963, and the lease dated March 22, 1957, as amended by agreements dated July 15, 1960 and February 26, 1962;

RECEIVED & RECORDED
UNION COUNTY, N.J.
DEC 11 11 00 AM '72
BOOK 2963 PAGE 667
Joseph J. D'Amico
REGISTER

BN 2963PC 667

This Deed, made the 14th day of December

10111

Between LINDEN CHEMICALS & PLASTICS, INC. (formerly Linden Chlorine Products, Inc.),

a corporation existing under and by virtue of the laws of the State of Delaware, having its principal office at 14 Commerce Drive in the Township of Cranford and State of New Jersey, herein designated as the Grantor, and LCP CHEMICALS--NEW JERSEY, INC., a Delaware Corporation,

RECEIVED & RECORDED
1979 DEC 14 11 03 AM '79
CLERK OF COUNTY, N.J.
3207-93

located at 14 Commerce Drive in the Township of Cranford and State of New Jersey, herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of TWENTY THOUSAND ONE HUNDRED AND SIXTY ONE (\$20,161.00)-----DOLLARS

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the Grantees forever,

All that certain tract or parcel of land and premises, situate, lying and being in the County of Union City of Linden and State of New Jersey, more particularly described as follows:

BEGINNING at an iron pipe in the fence line between the lands of Linden Chemicals & Plastics, Inc. (formerly Linden Chlorine Products, Inc.) and GAF Corporation said iron pipe being located South 74°52'00" west, 234.00 feet from a monument in the northwesterly side line of the 50-foot right-of-way of the Sound Shore Branch of the Central Railroad of New Jersey, and proceeding, thence;

1. Northwest 74°52'00" west, 138.10 feet to a concrete monument, said monument being the 16th course of the metes and bounds description of a survey, schedule "A" made by Grassmann, Kreh and Mixer, Inc., Engineers and Surveyors, 1034 Salem Road, Union, New Jersey, February 15, 1972, continued to April 4, 1973, and being a portion of a tract and a certain deed of conveyance from the Central Railroad of New Jersey to General Aniline and Film Corporation, dated June 19, 1967, in the Register's Office of Union County, New Jersey, June 20, 1967 in Deed Book No. 2794, Page 745, thence;
2. North 15°17'00" East, 44.59 feet to a concrete monument, thence;
3. North 74°55'00" West 6.85 feet to a point, thence;
4. Paralleling the railroad siding, South 15°08'00" West, 91.81 feet to a point, thence;
5. North 74°52'00" West 6.00 feet to a point, thence;
6. Paralleling the railroad siding, South 15°08'00" West, 88.72 feet to a point, thence;
7. South 74°52'00" East 12.00 feet to a point, thence;
8. Paralleling the railroad siding, South 15°08'00" West, 27.92 feet to a point, thence;
9. North 74°51'00" West 12.00 feet to a point, thence;

3207-93

COUNTY OF UNION	
CONSIDERATION	20,161.-
REALTY TRANSFER FEE	71.75
DATE	12-14-78

10. Paralleling the railroad siding, South 15°08'00" West, 126.47 feet to a point, thence;
11. South 74°52'00" East 29.02 feet to a point, thence;
12. North 69°17'40" East, 43.28 feet to a point, thence;
13. South 74°52'00" East, 86.73 feet to a point, thence;
14. Paralleling the right-of-way of the lands of Sound Shore Branch of the Central Railroad of New Jersey, North 15°08'00" East, 265.00 feet to the point and place of BEGINNING.

The above-described tract includes .94 acres.

Being known and designated as Tax Lot 3.03 in Block 587 as shown on the Tax Map of the City of Linden.

The foregoing description is made in accordance with that certain Resubdivision Map of Lot 3 in Block 587 of the Tax Map of the City of Linden, Union County, New Jersey, into three lots prepared by Grassmann, Kreh and Mixer, Surveyors, of Union, New Jersey, which Subdivision Map was recorded on June 16, 1977 in the office of the Register of Union County as Map No. 712-C.

Being part of those premises described in the Deed dated August 24, 1972 from GAF Corporation, a Delaware Corporation, to Linden Chlorine Products, Inc., a Delaware Corporation and the Grantor named herein, which Deed was recorded August 25, 1972 in Book 2954, at Page 273 in the Office of the Register, Union County, New Jersey.

Subject to easements, rights-of-way, restrictions, and agreements of record.

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

ATTEST:

LINDEN CHEMICALS & PLASTICS, INC.

By: C. A. Hansen, Jr.
C. A. Hansen, Jr., President

John Kandravý
John Kandravý, Secretary

State of New Jersey, County of Essex
that on December 14th, 1979, before me, the subscriber, a Notary Public
of the State of New Jersey
personally appeared John Kandravý

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that
he is the Secretary of Linden Chemicals & Plastics, Inc.

the Corporation named in the within Instrument;
is the

that C. A. Hansen, Jr.
President of said Corporation; that the execution, as well as the making of this Instrument, has
been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that
deponent well knows the corporate seal of said Corporation; and that the seal affixed to said
Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and
delivered by said President as and for the voluntary act and deed of said Corporation;
in presence of deponent, who thereupon subscribed his name thereto as attesting witness;
and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced
by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$ 20,161.00.

Sworn to and subscribed before me,
the date aforesaid.

Mae S. Barbieri
Notary Public of New Jersey

John Kandravý
John Kandravý

MAE S. BARBIERE
Notary Public of New Jersey
Commission Expires Mar. 31, 1982

Prepared by: James H. Freis, Esq.

EX 3207 95

101-11

Deed

LINDEN CHEMICALS & PLASTICS,
INC. (Formerly Linden Chlorine
Products, Inc.)

A corporation of
the State of Delaware
TO

LCP CHEMICALS-NEW JERSEY, INC.

Dated December 14th, 1979

Prepared by X Return to:

James H. Freis, Esq.
Shanley & Fisher
550 Broad Street
Newark, New Jersey 07102

END OF DOCUMENT

#3207 - 96

71.75

10.2504

10110

This Deed, made the 14th day of December

1979

Between **LINDEN CHEMICALS & PLASTICS, INC.** (formerly Linden Chlorine Products, Inc.),

a corporation existing under and by virtue of the laws of the State of Delaware
having its principal office at 14 Commerce Drive
in the Township of Cranford in the County of
Union and State of New Jersey herein designated as the Grantor,
And

LCP CHEMICALS--NEW JERSEY, INC., a Delaware Corporation

residing or located at 14 Commerce Drive
in the Township of Cranford in the County of
Union and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of **FIVE HUNDRED NINETEEN THOUSAND FOUR HUNDRED SIXTY NINE (\$519,469.00)-----DOLLARS**

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the Grantees forever,

certain
All that/ tract or parcel of land and premises, situate, lying and being in the
City of Linden
County of Union and State of New Jersey, more particularly described as follows:

SEE SCHEDULE "A" ATTACHED.

COUNTY OF UNION	
CONSIDERATION	519,469.-
REALTY TRANSFER TAX	2515.25
DATE	12-14-79

RECEIVED & RECORDED
UNION COUNTY, N. J.
DEC 14 11 01 AM '79
3207 PAGE 82
Richard P. Harty, Jr.
REGISTER

EX 3207- 82

SCHEDULE A

BEGINNING at the terminus of the Second Course of the Second Tract in a deed from Central Railroad Company of New Jersey to General Aniline & Film Corporation dated January 19, 1967, and recorded on January 20, 1967 in Deed Book 2794 on Page 745 in the Union County Register's Office;

- Thence (1) North $58^{\circ}-57'-30''$ East, seventeen feet (17.00) to a point;
- Thence (2) North $31^{\circ}-02'-30''$ West, three hundred ten feet and fifty eight one-hundredths of a foot (310.58) to a point;
- Thence (3) North $28^{\circ}-58'-40''$ West, eighty seven feet and seven one-hundredths of a foot (87.07) to a point of curve;
- Thence (4) Curving to the right along a curve having a Radius of three hundred forty feet and ninety one one-hundredths of a foot (340.91) an arc distance of one hundred fifty three feet and twenty five one-hundredths of a foot (153.25) to a point of tangency;
- Thence (5) North $3^{\circ}-13'-20''$ West, sixty nine feet and thirty two one-hundredths of a foot (69.32) to a point;
- Thence (6) Curving to the right along a curve having a Radius of one thousand four hundred seven feet and sixty nine one-hundredths of a foot (1,407.69) an arc distance of one hundred

- ninety five feet and seventy one one-hundredths of a foot (195.71) to a point;
- Thence (7) North $75^{\circ}-50'-28''$ East, two hundred nineteen feet and seventy four one-hundredths of a foot (219.74) to a point;
- Thence (8) South $64^{\circ}-52'-17''$ East, nine hundred eighty three feet and twelve one-hundredths of a foot (983.12) to a point in the Pierhead and Bulkhead line of the Arthur Kill;
- Thence (9) North $2^{\circ}-42'-17''$ West, along the said Pierhead and Bulkhead line of the Arthur Kill, eighty six feet and forty one-hundredths of a foot (86.40) to a point;
- Thence (10) North $18^{\circ}-11'-43''$ East, continuing along the said Pierhead and Bulkhead line of the Arthur Kill, forty three feet and ninety two one-hundredths of a foot (43.92) to a point;
- Thence (11) North $64^{\circ}-52'-17''$ West, six hundred five feet and twenty seven one-hundredths of a foot (605.27) to a point of curve;
- Thence (12) Curving on the right along a curve having a Radius of two hundred fifty feet (250.00) an arc distance of one hundred ninety five feet and forty two one-hundredths of a foot (195.42) to a point of tangency;
- Thence (13) North $20^{\circ}-05'$ West, five hundred seventy five feet and one one-hundredths of a foot (575.01) to a point;

- Thence (14) North 74°-55' West, two hundred six feet and nineteen one-hundredths of a foot (206.19) to a point;
- Thence (15) North 15°-05' East, one hundred sixty four feet and forty one-hundredths of a foot (164.40) to a point;
- Thence (16) North 74°-52' West, two hundred thirty four feet (234.00) to a point;
- Thence (17) South 15°-08' West, two hundred sixty five feet (265.00) to a point;
- Thence (18) North 74°-52' West, eighty six feet and seventy three one-hundredths of a foot (86.73) to a point;
- Thence (19) South 69°-17'-40" West, forty three feet and twenty eight one-hundredths of a foot (43.28) to a point;
- Thence (20) North 74°-52' West, twenty nine feet and two one-hundredths to a foot (29.02) to a point;
- Thence (21) North 15°-08' East, one hundred twenty six feet and forty seven one-hundredths of a foot (126.47) to a point;
- Thence (22) South 74°-51' East, twelve feet (12.00) to a point;
- Thence (23) North 15°-06' East, twenty seven feet and ninety two one-hundredths of a foot (27.92) to a point;
- Thence (24) North 74°-52' West, twelve feet (12.00) to a

- point;
- Thence (25) North 15°-08' East, eighty eight feet and seventy two one-hundredths of a foot (88.72) to a point;
- Thence (26) South 74°-52' East, six feet (6.00) to a point in the Sixth Course of the First Tract in the recorded deed mentioned hereinbefore;
- Thence (27) North 15°-08' East, along part of said Sixth Course in the recorded deed mentioned hereinbefore, ninety one feet and eighty one one-hundredths of a foot (91.81) to a point;
- Thence (28) North 74°-55' West, along the Seventh Course in the recorded deed mentioned hereinbefore, twenty feet and ninety nine one-hundredths of a foot (20.99) to a monument found;
- Thence (29) South 64°-23'-30" West, two feet and seventy one-hundredths of a foot (2.70) to a point;
- Thence (30) South 15°-09' West, ninety feet and twenty five one-hundredths of a foot (90.25) to a point;
- Thence (31) South 74°-51' East three feet (3.00) to a point;
- Thence (32) South 15°-09'-00" West, eighty feet and seventy one one-hundredths of a foot (80.71) to a point;
- Thence (33) North 74°-51' West thirteen feet (13.00) to a point;
- Thence (34) South 15°-09' West, twenty feet and fifty nine

- one-hundredths of a foot (20.59) to a point;
- Thence (35) South 74°-51' East, thirteen feet (13.00) to a point;
- Thence (36) South 15°-09' West, seventy two feet and ninety seven one-hundredths of a foot (72.97) to a point;
- Thence (37) North 74°-51' West ten feet (10.00) to a point;
- Thence (38) South 15°-09' West, fifteen feet and sixty six one-hundredths of a foot (15.66) to a point;
- Thence (39) South 74°-51' East ten feet (10.00) to a point;
- Thence (40) South 15°-09' West, fifty two feet and ninety six one-hundredths of a foot (52.96) to a point;
- Thence (41) North 74°-52' West seventy nine feet and sixty one one-hundredths of a foot (79.61) to a point;
- Thence (42) North 00°-06' East, twenty four feet and six one-hundredths of a foot (24.06) to a point;
- Thence (43) North 51°-52' West, forty two feet and twelve one-hundredths of a foot (42.12) to a point;
- Thence (44) North 36°-58'-40" East, twenty one feet and eighty one-hundredths of a foot (21.80) to a point;
- Thence (45) North 29°-02'-05" East, sixty one feet and thirty five one-hundredths of a foot (61.35) to a point;

- Thence (46) North 15°-46' East, twenty six feet and seventy four one-hundredths of a foot (26.74) to a concrete monument;
- Thence (47) North 86°-32'-41" West, forty three feet and forty one one-hundredths of a foot (43.41) to a point;
- Thence (48) North 75°-25' West, seventy five feet and fifty four one-hundredths of a foot (75.54) to a point;
- Thence (49) North 54°-56' West, one hundred seventeen feet and forty seven one-hundredths of a foot (117.47) to a point;
- Thence (50) North 79°-38'-10" West, two hundred thirty three feet and eighty three one-hundredths of a foot (233.83) to a point;
- Thence (51) North 82°-00'-12" West, ninety four feet and sixty seven one-hundredths of a foot (94.67) to a point;
- Thence (52) South 37°-56' West, three hundred feet (300.00) to a point in the Sixth Course of the First Tract in the recorded deed mentioned hereinbefore;
- Thence (53) South 52°-18' East, along part of said Sixth Course in the recorded deed mentioned hereinbefore, seven hundred eighty two feet and forty two one-hundredths of a foot (782.42) to a point;

- Thence (54) South 46°-3'-10" East, along the Seventh Course in the recorded deed mentioned herein-before, five hundred twenty two feet and seventy seven one-hundredths of a foot (522.77) to a point;
- Thence (55) South 31°-07'-30" East, three hundred twenty feet and sixty five one-hundredths of a foot (320.65) to a point;
- Thence (56) South 58°-52'-30" West, two feet and ninety six one-hundredths of a foot (2.96) to a point;
- Thence (57) South 31°-02'-30" East, five hundred thirty feet (530.00) to the point and place of BEGINNING.

The above described tract contains 24.22 acres.

BEING known and designated as Tax Lot 3.01 in Block 587 as shown on the Tax Map of the City of Linden.

The foregoing description is in accordance with that certain Resubdivision Map of Lot 3 in Block 587 of the Tax Map of the City of Linden, Union County, New Jersey, into three lots prepared by Grassmann, Kreh and Mixer, Surveyors, of Union, New Jersey, which subdivision Map was recorded June 16, 1977 in the Office of the Register of Union County as Map No. 712-C and is also in accordance with the survey also prepared by Grassmann, Kreh and Mixer, dated February 15, 1972, revised to April 4, 1973.

SUBJECT to all easements and rights-of-way agreements, license and road agreements, and other leases or agreements of record, riparian rights, rights public and private, if any, and paramount rights of the United

States of America respecting any portion, if any, of the subject premises lying waterward or easterly of the high water mark of the Arthur Kill.

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.
LINDEN CHEMICALS & PLASTICS, INC.

ATTEST:

John Kandravý

Secretary

By:

C. A. Hansen, Jr. President

State of New Jersey, County of Essex
that on December 14th, 1979
of the State of New Jersey
personally appeared John Kandravý

ss.: Be It Remembered,
before me, the subscriber, a Notary Public

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the
Secretary of Linden Chemicals & Plastics, Inc.
the Corporation named in the within Instrument;
is the

that C.A. Hansen, Jr.
President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said
President as and for the voluntary act and deed of said Corporation;
in presence of deponent, who thereupon subscribed his name thereto as attesting witness; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$ 519,469.00.

Sworn to and subscribed before me,
the date aforesaid.

Notary Public of New Jersey

JOHN KANDRAVY

MAE S. BARBIERE

A Notary Public of New Jersey

My Commission Expires Nov. 21, 1982

Prepared by: James H. Freis, Esq.

3207 91

END OF DOCUMENT

EX-3207-92

101-10

Deed

LINDEN CHEMICALS & PLASTICS, INC.
(Formerly Linden Chlorine Products,
Inc.)

A corporation of
the State of Delaware

TO

LCP CHEMICALS--NEW JERSEY, INC.

Dated December 14th, 1979

~~Return to:~~ Return to:

James H. Freis, Esq.
Shanley & Fisher
550 Broad Street
Newark, New Jersey 07102

1818.25

17.25 M.

THIS INDENTURE, made the 15th day of September,
 in the year of our Lord one thousand nine hundred and forty-
 nine, between E. I. du PONT de NEMOURS and COMPANY, a Dela-
 ware corporation, having its principal office at No. 1007
 Market Street, in the City of Wilmington, in the County of
 New Castle and State of Delaware, and duly licensed to do
 business in the State of New Jersey, party of the first part,
 and GENERAL ANILINE & FILM CORPORATION, a Delaware corpora-
 tion, having its principal office in the City of New York,
 County of New York and State of New York, duly licensed to
 do business in the State of New Jersey and having a manufac-
 turing plant at Linden, New Jersey, party of the second part,

W I T N E S S E T H :

THAT the said party of the first part for and in
 consideration of the sum of Ten Dollars (\$10.00), lawful
 money of the United States of America, to it in hand well
 and truly paid by the said party of the second part, at or
 before the sealing and delivery of these presents, the re-
 ceipt whereof is hereby acknowledged, and the said party of
 the first part being therewith fully satisfied, contented
 and paid, has given, granted, bargained, sold, aliened, re-
 leased, enfeoffed, conveyed and confirmed, and by these pres-
 ents does give, grant, bargain, sell, alien, release, enfeoff,
 convey and confirm to the said party of the second part, and
 to its successors and assigns, forever,

ALL that certain tract of land situate, ly-
 ing and being in the Township of Linden, County

of Union and State of New Jersey, bounded and described as follows:

STARTING at the point of intersection of the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer, said point being in the division line between land of the party of the second part and land of the Central Railroad of New Jersey; thence running along land conveyed to Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, recorded in the Register's Office of Union County, New Jersey, in Book 1165 of Deeds, page 582, and described in said deed as "Tract No. 1", and along said division line and along the center line of the said Linden Township Trunk Sewer, N. 68° 45' W. 25 feet to a point, the real place of beginning of the land herein conveyed; thence running

(1) Along line of lands conveyed to Grasselli Dyestuff Corporation by The Grasselli Chemical Company by said deed recorded in Book 1165 of Deeds, page 582, N. 12° 15' W. 290.20 feet to a point of curve; thence running

(2) Still along the line of lands conveyed to Grasselli Dyestuff Corporation by said deed recorded in Book 1165 of Deeds, page 582, on a curve curving toward the left with a radius of 350 feet a distance of 244.65 feet to a point of tangency; thence running

(3) Still along the line of lands conveyed to Grasselli Dyestuff Corporation by said deed recorded in Book 1165 of Deeds, page 582, N. 52° 18' W. 1456.05 feet to a point; thence running

(4) Along the line of lands conveyed to Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, recorded in said Register's Office in Book 1165 of Deeds, page 576, and still along said course of N. 52° 18' W. 1491.17 feet to a point of curve; thence running

(5) Still along the line of lands conveyed to Grasselli Dyestuff Corporation by said deed recorded in Book 1165 of Deeds, page 576, on a curve curving toward the right having a radius of 100 feet a distance of 179.86 feet to a point of tangency; thence running

(6) Still along the line of lands conveyed to Grasselli Dyestuff Corporation by The Grasselli Chemical Company by said deed recorded in Book 1165 of Deeds, page 576, N. 50° 45' E. 14.94 feet to a point; thence running

(7) N. 39° 15' W. 67.13 feet to a point of curve in the southeasterly side of the private concrete road of the party of the first part, which said pri-

vate road connects the plant property of the party of the first part with the Tremley Point Road; thence running

(8) Along the said southeasterly side of said concrete road on a curve curving toward the left having a radius of 425.83 feet a distance of 137.09 feet to a point of tangency; thence running

(9) Still along the said southeasterly side of said concrete road S. 32° 18' 16" W. 26.71 feet to the intersection of said southeasterly side with the northeasterly property line of the Central Railroad of New Jersey, being the division line between property of the party of the first part and said Central Railroad of New Jersey; thence running

(10) Along said division line on a curve to the left with a radius of 603.80 feet a distance of 416.56 feet to a point of tangency; thence running

(11) Still along said division line S. 52° 18' E. 2486.94 feet to a point; thence running

(12) Still along said division line S. 31° 15' E. 509.20 feet to the point of intersection of said line with the center line of the present Linden Township Trunk Sewer; thence running

(13) Along said Linden Township Trunk Sewer and said division line S. 68° 45' E. 224.87 feet to the real place of beginning;

EXCEPTING THEREFROM that certain easement or right of way (twenty (20) feet in width) granted by the party of the first part to Reconstruction Finance Corporation by deed bearing date the 31st day of August, 1945, and recorded in the Register's Office of Union County, New Jersey, on June 15, 1946, in Book 1555, page 560, as No. 28333 (and therein referred to as "Right of Way No. 3") to lay, operate, alter, inspect, maintain, change the size of, replace and remove, subject to the terms, covenants, conditions, reservations, restrictions and limitations set forth in said deed, three (3) parallel 12-inch or lesser pipe lines, under, across and through the land herein conveyed, to be buried at least thirty-two (32) inches from the top of said pipe lines (except as in said deed otherwise provided), along a way the center line of which is described in said deed as follows:

"(a) Starting at a point in a stone monument in the southwesterly end of the northwesterly boundary line of land of General Aniline and Film Corporation granted and conveyed by The Grasselli Chemical Company, an Ohio corporation, to Grasselli Dyestuff Corporation, now General Aniline and Film Corporation, by deed dated October 20, 1928, recorded in the

Register's Office of the County of Union, State of New Jersey, in Book 1165 of Deeds for said County, on page 576 et seq., and the southeasterly boundary line of land of DU PONT, and distant South 50° 36' 50" West 541.47 feet more or less (shown by a former survey and in said deed as South 50° 45' West 541.47 feet) along said common boundary line from a stone monument in the North corner of said land of General Aniline and Film Corporation;

"(b) Thence along a curve to the left and to the South (the common boundary line between land of said corporation and land of DU PONT), having a radius of 100 feet, 142.16 feet to a point, which is the real Point of Beginning;

"(c) Thence from said Point of Beginning, South 11° 07' West 100.69 feet to a point;

"(d) Thence South 48° 28' 10" West 22.0 feet to the boundary line between land of DU PONT and land of Central Railroad Company of New Jersey;"

BUT HEREBY GRANTING unto the party of the second part, its successors and assigns, all the right, title and interest reserved in said deed by the party of the first part in respect of said Right of Way No. 3, and the party of the second part hereby assumes and agrees to keep and perform all the obligations of the party of the first part applicable to said Right of Way No. 3 set forth in said deed and therein stipulated to be kept and performed by the party of the first part.

Said land is conveyed SUBJECT ALSO to all legal highways, block and zoning ordinances, to all covenants, restrictions, reservations, conditions and limitations of record and to all other rights, right of ways and easements now in use or of record.

AND by these presents the party of the first part does hereby give, grant, bargain, sell, alien, release, enfeoff, convey and confirm to the said party of the second part, its successors and assigns, all the right, title and interest of the party of the first part in and to the rights and easements contained in the following described exceptions and reservations, to-wit:

(1) That certain right and easement set forth in the exception and reservation contained in the deed from The Grasselli Chemical Company to Grasselli Dyestuff Corporation, dated October 20, 1928,

and recorded March 7, 1929, in the Register's Office of Union County, New Jersey, in Book 1165 of Deeds, page 582, and therein reading as follows: "Excepting and reserving, however, unto the party of the first part, its successors and assigns, the permanent right to use all the present and future main tracks located on Roadway B and Roadway C as shown on Sketch No. 102028 attached hereto and made a part hereof for the purpose of ingress, regress and egress thereover to and from the property of the party of the first part."

(2) That certain right and easement set forth in the exception and reservation contained in the deed from The Grasselli Chemical Company to Grasselli Dyestuff Corporation, dated October 20, 1928, and recorded March 7, 1929, in said Register's Office in Book 1165 of Deeds, page 576, and therein reading as follows: "Excepting and reserving, however, unto the party of the first part, its successors and assigns, the permanent right to use all the present and future main tracks through Roadway G which Roadway is shown on Sketch No. 102028 attached hereto and made a part hereof for the purpose of ingress, regress and egress thereover to and from the property of the party of the first part."

(3) That certain right and easement set forth in the exception and reservation contained in the deed from the party of the first part herein to the party of the second part herein, dated May 5, 1942, and recorded May 12, 1942, in said Register's Office in Book 1458 of Deeds, page 210, and therein reading as follows: "Excepting and reserving, however, unto the party of the first part, its successors and assigns, the permanent right to use all the present and future main tracks located on the extensions over the land herein conveyed of roadways known as 'Roadways B and C' on the plant property of the party of the second part, for the purposes of ingress, regress and egress thereover to and from the property of the party of the first part."

TOGETHER with all and singular the buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in anywise appertaining; also all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the land and premises herein conveyed and of, in and to every part and parcel thereof;

TO HAVE AND TO HOLD, all and singular, the above described land and premises, with the appurtenances, unto the

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said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, subject as aforesaid.

AND the said party of the first part does for itself, its successors and assigns, covenant and agree to and with the said party of the second part, its successors and assigns, that it, the said party of the first part, is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment or limitation, or by any encumbrance whatsoever, except as aforesaid, by which the title of the said party of the second part, hereby made or intended to be made, of, in and to the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever; and also, that the said party of the first part now has good right, full power and lawful authority to grant, bargain, sell and convey the said land and premises in manner aforesaid; and also, that the said party of the first part will warrant, secure and forever defend the said land and premises unto the said party of the second part, its successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

IN WITNESS WHEREOF, the said E. I. du Pont de Nemours and Company has caused its corporate seal to be hereto



BOOK 1776 PAGE 13

affixed and attested by its Assistant Secretary and these presents to be signed by its Vice-President, the day and year first above written.

Attest:

F. G. Hess
Assistant Secretary
F. G. Hess

E. I. du PONT de NEMOURS and COMPANY
By *W. J. Beadle*
Vice-President
W. J. Beadle

STATE OF DELAWARE }
COUNTY OF NEW CASTLE } SS.

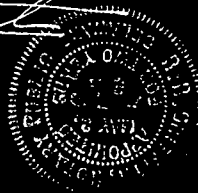
BE IT REMEMBERED That on this 15 day of August, 1949, before me, R. R. GRIFFITH, a Notary Public in and for the State and County aforesaid, personally appeared F. G. HESS

F. G. Hess
by me duly sworn according to law, on his oath doth depose and make proof to my satisfaction that he is an Assistant Secretary of E. I. du PONT de NEMOURS and COMPANY, a corporation of the State of Delaware, the grantor in the foregoing instrument named; that he well knows the seal of said corporation; that the seal affixed to the said instrument is the corporate seal of said corporation, that it was so affixed in pursuance of a Resolution of the Board of Directors of the said corporation; that W. J. BEADLE is a Vice-President of said corporation; that he saw the said W. J. BEADLE as such Vice-President affix said seal thereto, sign and deliver said instrument, and heard him declare that he signed, sealed and delivered the same as the voluntary act and deed of the said corporation in pursuance of said Resolution, and that this deponent signed his name thereto, at the same time, as an attesting witness.

F. G. Hess
Sworn and Subscribed before me at Wilmington, Delaware, the day and year first hereinabove written.

R. R. Griffith
Notary Public
R. R. GRIFFITH

MY COMMISSION EXPIRES MAY 2, 1951



BOOK 1776 PAGE 11-1

State of Delaware

New Castle County



I, JAMES M. MALONEY, Prothonotary of the Superior Court of the State of Delaware, in and for New Castle County, which Court is a Court of Record, DO HEREBY

CERTIFY, THAT R. P. Griffith, by whom the foregoing affidavit or acknowledgment is certified, now is and was at the date of said affidavit or acknowledgment a Notary Public for the State of Delaware residing in New Castle County, and duly commissioned and qualified as such to take acknowledgments to all deeds and instruments of writing and administering oaths and take affidavits within said State, that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, the 15th day of Sept, 1949

James M. Maloney
Prothonotary of the Superior Court.

15-184

DEED 21370
E. I. du PONT de NEUVOURS
and
COMPANY

to

GENERAL AMERICAN
CORPORATION
RECEIVED
NEW CASTLE COUNTY, N. J.
DEPT. OF TREASURY
REGISTER

1949

Dated September 15, 1949

RETURN TO -
GEORGE BROWN,
460 E. MARKET FIELD AVE.

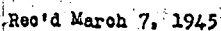
Montclair, N. J.

19th day of Sept. 49
10.11 in Book 1776
recorded
Deeds 1700

664930

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2 day of March 1945.

Archibald R. Watson (SEAL)
County Clerk and Clerk of the Supreme Court, New York County



At 10:05 A. M. #12242

Recorded at the request of General Aniline & Film Corporation

E. I. du Pont de Nemours & Co.
to
General Aniline & Film Corp.

1. THIS INDENTURE OF LEASE, made this first day of February 1945, by and between E. I. du Pont de Nemours and Company, a corporation of the State of Delaware, of Wilmington, Delaware, duly licensed to do business in the State of New Jersey, hereinafter referred to as "Du Pont", and General Aniline & Film Corporation, a corporation of the State of Delaware, of 230 Park Avenue, New York 17, N.Y., duly licensed to do business in the State of New Jersey, hereinafter referred to as "General",

WITNESSETH: 2. WHEREAS DU PONT represents that it owns in fee simple three certain parcels of land situate in the County of Union, State of New Jersey hereinafter described as Pump House Land Pipe Line Land and Road Land, being parts of its Grasselli, New Jersey, plant land; and

3. WHEREAS GENERAL desires to lease said parcels for the sole purpose of constructing, operating and maintaining thereon a salt water pumping plant system comprising a pump house, pipe, power and telephone lines, roadway and necessary and convenient appurtenances thereto for the purpose of collecting and transporting salt water from Staten Island Sound to General's Grasselli, New Jersey, plant;

4. (a) LEASE AND TERM: Now, Therefore, in consideration of the premises and of the rent to be paid and the mutual covenants to be kept and performed as hereinafter set forth, DU PONT has demised, leased and let and by these presents does demise, lease and let unto GENERAL for the term of twenty (20) years beginning the 1st day of February, 1945, and ending at mid-night on the 31st day of January, 1965, and thereafter for three (3) further successive ten (10) year periods, provided that General shall give DU PONT at least three (3) months prior to January 31st, 1965, and thereafter at least three (3) months prior to the expiration of the then current lease period a written notice of its election to extend this lease for said further term of ten (10) years, those three (3) certain parcels of DU PONT's plant land situated in the City of Linden, County of Union and State of New Jersey, being partly located in DU PONT'S so-called Roadway "E" being respectively designated as "PUMP HOUSE LAND", "PIPE LINE LAND" and "ROADWAY LAND", and being respectively described as follows, to wit:

PUMP HOUSE LAND: Beginning at the point of intersection of the northerly line of said Roadway "E" with the United States Government Pierhead and Bulkhead Line, thence south 9°09' west 30.03 feet to a point, the true place or point of beginning; thence from said true point of beginning (1) still along said United States Government Pierhead and Bulkhead Line, south 9°09' west 170.07 feet to a point in said line; thence (2) leaving said United States Government Pierhead and Bulkhead Line, north 83°22'40" west 100 feet to a point; thence (3) north 9°09' east 170.07 feet, more or less, to a point; thence (4) south 83°22'40" east 100 feet, more or less, to the true point of beginning; which land is shown colored in green on the print of General's plan B-4053 dated January 20, 1945, entitled "Map of Roadway and Land for the Proposed S. W. Pumping Station", hereto attached and hereby made a part hereof, and hereinafter called "Said Map".

PIPE LINE LAND: Beginning at the northwesterly corner of Pump House Land, which point is N. 83°22'40" W. 100 feet, more or less, from the United States Government Pierhead and Bulkhead Line, thence from said point of beginning (1) N. 83°22'40" W. 1215.56 feet to a point in the easterly line of the Sound Shore Branch of the Central Railroad of New Jersey; thence (2) southerly along said easterly line of the said Sound Shore Branch of the Central Railroad of New Jersey 40 feet to a point; thence (3) S. 83°22'40" E. 1213.77 feet to a point in the westerly line of Pump House Land; thence (4) N. 9°09' E. 40 feet, more or less, to the place of beginning; which land is shown colored in red on SAID MAP.

ROADWAY LAND: Beginning at the southeasterly corner of Pipe Line Land thence (1) N. 83°22'40" W. 1213.77 feet, more or less, to a point in the easterly boundary of the Sound Shore Branch of the Central Railroad of New Jersey; thence (2) southerly along said easterly line of said Sound Shore Branch of the Central Railroad of New Jersey 15 feet to a point; thence (3) S. 83°22'40" E. 1213.13 feet to a point in the westerly line of Pump House Land; thence (4) N. 9°09' E. 15 feet, more or less, to the place of beginning; which land is shown colored in blue on said Map;

(b) SUBJECT to all of the rights, privileges, remedies, limitations and conditions reserved or imposed by the State of New Jersey in the various deeds by which it granted or conveyed such part of said leased premises as is located between the high water mark of Staten Island Sound (as said high water mark then existed) and the United States Government's Pierhead and Bulkhead Line;

(c) EXCEPTING from said leased premises all pipe lines, telephone and electric lines and railroad tracks now located thereon and the right to use, operate, maintain, inspect, repair and replace the same in their present location, with the right to go upon said leased premises at all reasonable times for the purpose

of exercising said rights; provided that such rights shall be exercised in such manner as shall not unreasonably interfere with General's use of said leased premises except as otherwise provided in Section 7 hereof; and

(d) RESERVING unto Du Pont the right to construct, operate, maintain, inspect, repair, replace and remove railroad tracks, ways, roads, pipe lines and telephone and electric lines in, over, under and across said leased premises in a manner that does not unreasonably interfere with General's use of said leased land, except as otherwise provided in Section 7 hereof; and

(e) PROVIDED that General shall have the right at its own expense to relocate any such railroad tracks, ways, roads, pipe or pole lines herein excepted or reserved along a suitable route over said leased premises satisfactory to DU PONT and in such manner as shall not unreasonably interfere with Du Pont's use thereof.

5. (a) RENT AND TAX PAYMENTS: General agrees to pay as rent for said premises a sum equal to the taxes and assessments of every kind and nature that may be assessed against or in respect of the following tract of land hereinafter called "TAX LAND" (which said Tax Land includes land herein leased and other land not herein leased), exclusive of any buildings, structures or improvements thereon and also agrees to pay all taxes and assessments of every kind and nature that may be assessed against any and all buildings, structures, improvements and property erected and placed on said leased premises by or for General, or which may be levied or imposed upon the leasehold estate hereby created and upon the reversionary interest in said estate during the term hereby granted. General shall have right to contest the reasonableness or validity of any tax or assessment which may be levied or assessed against any improvement on Tax Land and if Tax Land is separately assessed then of any tax assessed against Tax Land; and DU PONT shall cooperate with General in any such action or proceeding brought by General for that purpose, provided that the expense of any such action or proceeding is borne by General. TAX LAND is described as follows:

A strip of land 170.07 feet wide, bounded by the easterly line of the herein leased premises and extending from the United States Government Pierhead and Bulkhead Line westwardly for a distance of 696 feet, containing 2.72 acres, which said 170.07 foot strip is partly included in the herein leased premises and which shall be regarded as water front property; and

A strip of land 55 feet wide by 618 feet long, containing 0.78 acre and extending westwardly from the said 2.72 acre parcel to the easterly line of the Sound Shore Branch of the Central Railroad of New Jersey, which said 55 foot strip is entirely included in the herein leased premises and which shall not be regarded as water front property.

(b) DETERMINATION OF TAXES BY DU PONT: In the event the said taxes and assessments on Tax Land or the improvements thereon are not or cannot be separated from the taxes assessed against DU PONT's adjoining land and improvements thereon, then DU PONT shall serve General with a written demand for payment of the amount it considers to be the fair proportion of the taxes and assessments that should be allocated to General and if General agrees, it shall reimburse DU PONT for the amount thereof.

(c) ARBITRATION OF TAXES: In the event General disagrees with the amount of taxes and assessments which DU PONT considers should be allocated to General, the parties hereto shall forthwith attempt to agree upon the amount thereof and if they fail so to agree within thirty (30) days after the service of the demand for payment on General, then upon Du Pont's written demand served upon General immediately in which notice Du Pont shall nominate its arbitrator, the amount of the taxes and assessments shall be determined by three (3) arbitrators, the one so nominated by Du Pont, one nominated by General within three (3) days thereafter and the third shall be nominated immediately by the two (2) so selected. Should General fail to nominate an arbitrator as aforesaid or the two (2) arbitrators fail within three (3) days to select a third, then such second or third arbitrator or both the second and third arbitrators, as the case may be, may be selected at the instance of Du Pont by the then presiding judge of the U. S. District Court having jurisdiction in that part of New Jersey in which the leased premises are located and the cost of the arbitration shall be borne equally by the parties hereto.

6. USE OF LEASED PREMISES: General covenants and agrees with DU PONT that it will use Pump House Land for the use, construction, maintenance and operation of a salt water pumping station with its pipe lines, telephone and electric lines and other appurtenances and for no other purpose; and Pipe Line Land, for the use, construction, maintenance, operation, repairing, replacement, renewal and removal of four (4) salt water pipe lines or less, each of which shall not exceed twenty-four (24) inches in diameter; and a 2300 volt electric transmission line and such low voltage lines as are necessary for telephones, meters, signals, roadway lighting and similar equipment, with all necessary appurtenances thereto and for no other purpose; and ROADWAY LAND, for the use, construction, maintenance and operation of a 15-foot roadway for the purpose of affording access to said Pump House Land and said Pipe Line Land and for no

Union Carbide
Lease 1972

39753

LEASE made this 23rd day of August, 1972, between LINDEN CHLORINE PRODUCTS, INC., a Delaware corporation, having a mailing address at P. O. Box 484, Linden, New Jersey 07036 (hereinafter referred to as "Landlord") and UNION CARBIDE CORPORATION, a New York corporation, having an office at 270 Park Avenue, New York, New York 10017 (hereinafter referred to as "Tenant");

W I T N E S S E T H:

1. The Landlord hereby leases unto the Tenant and the Tenant hires and takes from the Landlord all that parcel of land in the City of Linden, County of Union, State of New Jersey, described in Exhibit A attached hereto and made a part hereof, being approximately 2.102 acres (hereinafter referred to as "Leased Land") commencing on the date hereof and continuing for a period of five (5) years from the date Landlord begins operation of its Caustic Chlorine Plant at Linden, New Jersey, which date shall be specified by Landlord in writing to Tenant. Rent shall be payable by Tenant to Landlord at an annual rate of Eight Thousand Dollars (\$8,000.00), payable annually in advance on each anniversary date of this Lease. If this Lease should terminate on a date other than on an anniversary date, Landlord will repay to Tenant a part of any advance payment of rent representing pro rata rental for the unexpired part of the year.

2. Tenant has, at its cost and expense, constructed on the

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Leased Land a building and facilities for the compressing, purifying and shipment of hydrogen gas and storage of liquid hydrogen. Tenant will make no structural alteration, changes or modifications in the building and facilities without the prior written approval of Landlord, which approval will not be unreasonably withheld. The building, facilities, equipment and machinery placed by Tenant on the Leased Land shall remain the property of Tenant and shall be deemed to be personal property although attached to the realty, subject, however, to all the other provisions of this Lease.

3. Tenant will use said building and facilities for the purpose of compressing, purifying and shipping hydrogen gas, the storage and shipment of liquid hydrogen and for the preparation of gas mixtures consisting chiefly of hydrogen mixed with minor amounts of other gases (which other gases shall be non-hazardous) and for no other purpose.

4. Tenant will obtain, at its cost and expense, all approvals, licenses, permits and certificates required in connection with the use or operation of said building and facilities.

5. Throughout the term hereof Tenant will take good care of the Leased Land and at its own cost and expense will make as and when needed all repairs, whether such repairs

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are structural, ordinary or extraordinary, in and about the Leased Land necessary to keep it in good order and condition. Such repairs shall be, in quality and class, substantially equal to the original work and materials. Landlord may enter upon the Leased Land to inspect the premises during business hours. Tenant will keep the Leased Land clean and free of rubbish and refuse.

6. Tenant will pay and discharge all mechanics liens, taxes and assessments for local improvements and payments of every nature and kind which may during the demised term be assessed, levied or imposed upon the Leased Land or any part thereof and the building and facilities located thereon. If Tenant fails to pay any such lien, tax or assessment when due, Landlord may pay the same including any interest or penalty and the same shall become due and payable as additional rent payable on the first day of the month after Landlord makes such payment. Landlord shall pay or reimburse Tenant the portion of all taxes and assessments on the Leased Land which are based on the unimproved value of the land itself. In the event that the improvements on the Leased Land do not constitute a separate tax lot for which a separate tax bill is rendered but forms part of a larger tax lot, which includes other property owned by the Landlord, the amount of tax or assessment or other payment

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attributable to the improvements on the Leased Land shall be determined in a manner to be agreed upon by the parties.

7. Tenant will promptly comply, at its cost and expense, with all laws, ordinances, regulations and requirements of Local, State and Federal Governments, and all agencies and subdivisions thereof, and of all other departments, bureaus, officials, boards and commissions with regard to the Leased Land or the use and operation thereof by Tenant. If any such law, ordinance, regulation or requirements shall not be promptly complied with by Tenant, then Landlord may, at its option, enter upon the Leased Land to comply therewith, and should any fine or penalty be imposed for failure to comply therewith, or cost be incurred by Landlord in complying therewith, Tenant agrees that Landlord may, at its option, pay such fine or penalty or incur such cost, which Tenant agrees to repay to Landlord with interest from the date of payment, as additional rent on the first day of the month after Landlord has paid such fine or penalty.

8. Landlord will maintain and keep the "Linde Road" in good repair and apportion the cost of maintenance and repair among all the users thereof, except The Central Railroad Company of New Jersey, on a fair and equitable basis having due regard to the amount of use and tonnage hauled over said "Linde Road" by each user. Tenant will pay its proportionate share not to exceed

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One Thousand Dollars (\$1,000.00) in any one year of the cost of such maintenance and repair within ten (10) days after it is invoiced to Tenant by Landlord.

9. Landlord grants to Tenant the right to maintain at Tenant's cost and expense an iron pipe from the Leased Land to the existing ditch north of the Leased Land (as shown on Exhibit A attached hereto) for the discharge of process water. The location of said pipeline is indicated on Exhibit A attached hereto. Tenant will maintain said pipeline and keep it in good repair at its own cost and expense and upon the termination of this Lease for any reason shall at the option of Landlord surrender the said pipeline to Landlord or remove it at Tenant's cost and expense. If use of said pipeline or ditch is prohibited by any governmental authority or the discharge violates governmental standards, Tenant will be required to make its own provision for disposal of process water.

10. Landlord grants permission to Tenant to install and maintain a railroad siding and switch at the locations indicated on Exhibit A at Tenant's expense. Tenant shall bear the full cost and expense of maintenance of the side-track and switch. Tenant agrees to use said siding for,

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and only for, one liquid hydrogen car at a time during emergency periods when Landlord cannot supply hydrogen gas to Tenant. Tenant also agrees to give Landlord advance notice when it expects to bring in liquid hydrogen and to keep the liquid hydrogen car on the siding enclosed in a fenced-in area.

11. Tenant has constructed at Tenant's cost and expense a fence enclosing the Leased Land, and Tenant will not permit its employees, guests, agents, invitees, or licensees at any time to enter upon Landlord's property (other than the Leased Land and "Linde Road" marked on Exhibit A) without first obtaining the consent of Landlord. If any such persons do enter upon Landlord's property, with or without Landlord's consent, Tenant will forever indemnify and save harmless Landlord from and against all liability, penalties, damages, expenses and judgments arising from injury or loss of life during the term hereof to any such persons and will forever indemnify Landlord for any damage to Landlord's property caused by any such persons while on Landlord's property.

12. Subject to the provisions of paragraph 14 hereof Tenant will forever indemnify and save harmless Landlord from and against any and all liability, penalties, damages, expenses and judgments arising from personal injury to or loss of life of third parties or damage to property of third

parties during the term hereof of any nature, sustained in or about the Leased Land not caused by negligence of Landlord, or occasioned wholly or in part by an act or omission of Tenant, or of its employees, contractors, guests, agents, invitees, licensees or assigns, and/or also for any matter or thing growing out of the occupation and use of the Leased Land and asserted against the Landlord by a third party by reason of its ownership of the Leased Land or for any other reason.

13. Landlord and Tenant waive all claims against each other and release each other from any liability for damage to any property of the other located in the Tremley Point area, in the eastern part of Linden, New Jersey, caused by fire or explosion and agree to obtain waivers of rights of subrogation from their respective insurance carrier's with respect thereto.

14. If at any time during the continuance of this Lease the grade of any street or highway near or adjacent to the Leased Land shall be changed pursuant to any order which may be made by the State of New Jersey or by the Board of Public Utility Commissioners or by other lawful authority, the Tenant agrees to remise, release and dis-

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charge the Landlord from any claim and damages whatsoever by reason of any and all injury or damage caused by or resulting from said change of grade.

15. If the building and/or facilities located on the Leased Land are partially damaged by fire, explosion, flood, earthquake, riot, civil commotion, storm or other casualty, Tenant will repair such damage at its costs and expense and restore the Leased Land to its former condition as expeditiously and promptly as possible. Plans and specifications for such repairs will be submitted by Tenant to Landlord for approval prior to the work being done. If the Leased Land is damaged by fire, explosion, flood, earthquake, riot, civil commotion, storm or other casualty to an extent which substantially destroys the building and facilities and requires their reconstruction to permit their use as herein provided, Tenant within thirty (30) days after the occurrence of any such event will advise Landlord in writing of its election to reconstruct the building and facilities or to vacate the Leased Land. If Tenant elects to vacate, it will remove from the Leased Land all of its property and restore the Leased Land to the condition existent prior to Tenant's construction described in paragraph 2 hereof, except for the removal of piling, within thirty (30) days

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after giving notice. If Tenant elects to reconstruct the building and facilities, it will perform such work as expeditiously and promptly as possible.

16. Upon the expiration or any termination of the term of this Lease for any reason Tenant, at the option of Landlord, will either,

(a) within sixty (60) days after request is made, vacate and surrender to Landlord free and clear of all encumbrances or liens the building and facilities (exclusive of equipment and machinery) located on the Leased Land except Tenant may and, if requested by Landlord, will remove equipment, machinery, personal property and tools, or

(b) within ninety (90) days after request is made, demolish and/or remove the building, foundations, facilities, machinery, equipment and personal property located on the Leased Land and restore the Leased Land to the condition existent prior to Tenant's construction described in paragraph 2 hereof, except for the removal of piling.

If the building and facilities are surrendered to Landlord,

(a) Tenant will execute such instruments or writings as may be deemed necessary properly to effect the surrender of said building and facilities and their transfer to Landlord, and

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(b) such building and facilities will be surrendered in good order or condition, reasonable wear and tear excepted. Upon such surrender, said building and facilities shall, without cost or charge to Landlord, become the property of Landlord, free of all liens and claims of Tenant and others.

17. Landlord and Tenant, on the date hereof, have entered into a contract for the sale of hydrogen by Landlord to Tenant.

If said contract is terminated for any reason, this Lease will terminate on the same day as said contract as if said date were the date originally fixed in this Lease for the termination or expiration thereof and Tenant will carry out the covenants on its part to be performed upon termination or expiration of this Lease as herein provided. In the event that Landlord shall intend to sell the Leased Land more particularly described in paragraph 1 of this Lease executed simultaneously herewith, Landlord shall give Tenant written notice of such intent, and if Tenant wishes to purchase the Leased Land, it shall so notify Landlord in writing within thirty (30) days thereafter, and the parties shall negotiate in good faith an acceptable purchase price and payment terms. In the event that this Lease is terminated before the running of the full term thereof for any reason, Tenant may notify Landlord within thirty (30) days

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thereafter that it wishes to continue to lease the Leased Land or to purchase the Leased Land, and the parties shall negotiate in good faith such continued lease or purchase upon mutually acceptable terms. If the parties are unable to agree to such mutually acceptable terms within sixty (60) days thereafter, the parties shall have no further obligations hereunder. In the event that this Lease is terminated before the running of the full term thereof for any reason, Tenant may within thirty (30) days thereafter extend this Lease for an additional six (6) month period at the rent and upon the terms and conditions provided herein.

18. Tenant will not without the prior written consent of Landlord,

- (a) assign or transfer, by operation of law or otherwise, this Lease or any interest therein,
- (b) underlet the Leased Land or any part thereof,
- (c) mortgage or encumber the same, or
- (d) permit the same to be occupied by anyone other than Tenant or Tenant's officers or employees.

19. Landlord covenants that, if Tenant shall duly keep and perform all the conditions hereof, Tenant shall peaceably and quietly have, hold and enjoy the Leased Land for the term hereof.

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20. If there be a default in any of the covenants herein contained, it shall be lawful for the Landlord to re-enter the Leased Land and to have, repossess and enjoy same.

21. It is expressly understood and agreed that in case the Leased Land shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this Lease or any part thereof, or underlet the Leased Land or any part thereof, or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Governments, the Landlord may, if the Landlord so elects, at any time thereafter terminate this Lease and the term thereof, upon giving to the Tenant five (5) days' notice in writing of Landlord's intention so to do, and upon the giving of such notice, this Lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said date were the date originally fixed in this Lease for the termination or expiration thereof.

BK2955PC 288

22. That should the Leased Land whereon said building and facilities stand or any part thereof be condemned for public use, then in that event, upon the taking of the same for such public use, this Lease, at the option of the Landlord, shall become null and void, and the term cease and come to an end upon the date when the same shall be taken and the rent shall be apportioned as of said date. No part of any award, however, shall belong to the Tenant, except that amount which is granted for building and facilities constructed by Tenant.

23. Tenant may renew this Lease for two additional terms of five (5) years each by giving written notice to Landlord no later than one hundred and eighty (180) days prior to the expiration date of the then pending term. The annual rental rate provided in Article 1 shall be reduced to Four Thousand Dollars (\$4,000) for the first additional five (5) year term, and to Two Thousand Dollars (\$2,000) for the second additional five (5) year term.

24. This Lease is, and shall be, subject and subordinate in all respects to all mortgages and liens of any kind which may now or hereafter affect the Leased Land or the real property of which the Leased Land forms a part, and to all renewals, modifications, consolidations, replacements and extensions

BY: 2955PC 289

thereof; provided, however, that Landlord obtains agreement from such mortgagee or lienor that for so long as Tenant is not in default hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Leased Land for the term hereof. Tenant shall, in confirmation thereof, execute promptly any certificate or certificates Landlord may reasonably request in that connection.

25. Except as expressly specified herein or in the contract for the sale of hydrogen by Landlord to Tenant of even date herewith, Landlord shall have no obligation hereunder to supply, or pay for, any heat, fuel, electricity or water, or any equipment therefor, or any sewage, or other waste, disposal pipes or equipment, or any other utility or service of any kind.

26. The covenants and agreements herein contained are binding on the parties hereto and upon their respective successors and permitted assigns.

27. Words used in the singular shall include words in the plural where the text of this instrument so requires.

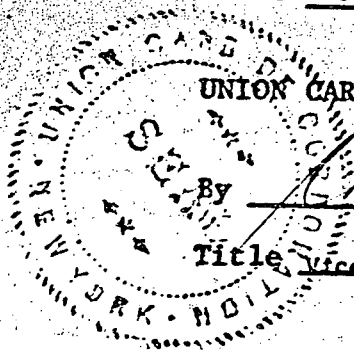
IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper

corporate seals to be hereto affixed, the day and year first
above written.

LINDEN CHLORINE PRODUCTS, INC.

By William C. Calvert

Title VICE PRESIDENT



UNION CARBIDE CORPORATION

By

Title Vice President of its Linde Division

BA2855PC 291

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 23rd day of August, nineteen hundred and
seventy-two, before me came Alec Flaum
to me known, who, being by me duly sworn, did depose and say
that he resides at 395 Claflin St., Mamaroneck, New York, 10543;
that he is the Vice President of Union Carbide Corporation,
Linde Division,
the corporation described in, and which executed, the foregoing
instrument; that he knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the board of directors of
said corporation; and that he signed his name thereto by like
order.



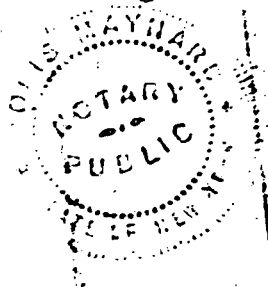
Doris Hayward

DORIS HAYWARD
Notary Public, State of New York
No. 24-7779310
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1974

BK2955PC 292

STATE OF NEW JERSEY)
) SS.:
COUNTY OF _____)

On the 23 day of August, nineteen hundred and seventy-two, before me came William C Calvert, Jr to me known, who, being by me duly sworn, did depose and say that he resides at 215 Washington Ave, Chatham, N.J.; that he is the VICE PRESIDENT of Linden Chlorine Products Inc., the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

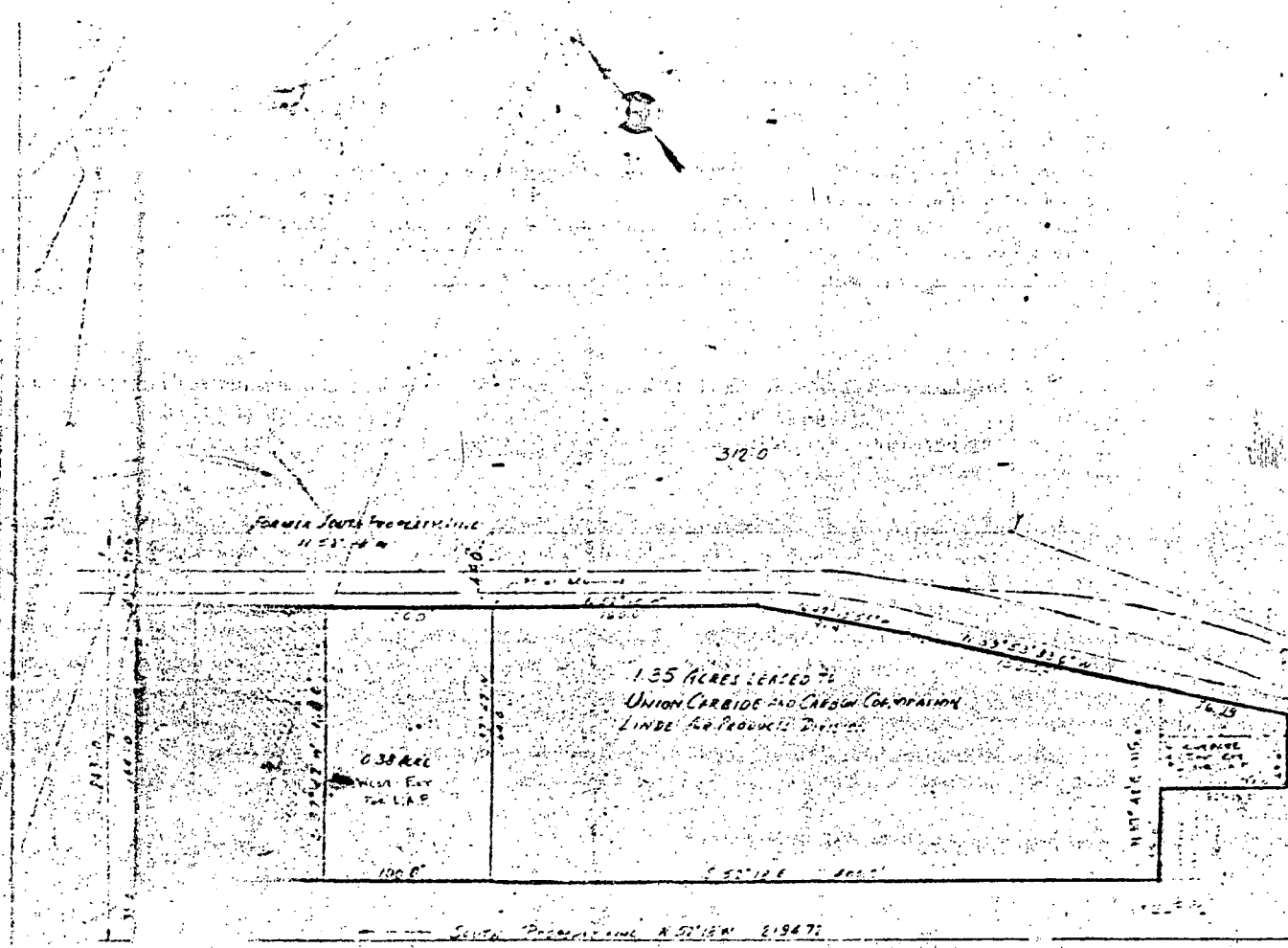


Doris Maynard

DORIS MAYNARD
Notary Public, State of New York
No. 247716918
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1974

PREPARED BY: GERALD E. GRAYSON

BY: 2955PC 293



PC2955PC 294

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

EXHIBIT A

320

125 Acres Located
Union Carbide and Carbon Company
Land Use Planning Division

EX-2955% 295

MEMO: Legibility of writing,
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this document when microfilmed.

MEMO: Legibility of writing,
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11/15/57	RECEIVED / F. B. I.
11/16/57	RECEIVED / F. B. I.
11/17/57	RECEIVED / F. B. I.

EX-2955 296
END OF DOCUMENT

WCC
8/23/72

Page No.	Page No.	Page No.	Page No.
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5	6	7	8
9	10	11	12

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typing or printing unsatisfactory in
this document when microfilmed.

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typing or printing unsatisfactory in
this document when microfilmed.

6/14/72

39377

AGREEMENT made this 24th day of August, 1972.

between

GAF CORPORATION, a Delaware Corporation,
having an office at 140 West 51st Street, New York,
New York 10020 (herein called "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a Delaware
corporation, having an office care of Shanley &
Fisher, 570 Broad Street, Newark, New Jersey,
(herein called "LCP");

W I T N E S S E T H:

In consideration of the payment of One (\$1.00) Dollar and
other good and valuable consideration and of the covenants of GAF
herein contained, LCP grants unto GAF, its successors and assigns,
its and their patrons and invitees, a right of way and easement for
the purposes hereinafter set forth over, across and through a strip
of land approximately 120 feet in length and 50 feet in width located
in the City of Linden, Union County, New Jersey, being conveyed
by GAF to LCP by deed dated as of even date herewith, the center
line of which is designated on the survey map by Grassmann, Kreh
and Mixer, dated February 15, 1972, Numbered H-5966-3, latest
revision dated June 14, 1972, attached hereto as Exhibit C.

COUNTY OF UNION	
CONSIDERATION	<u>None</u>
REALTY TRANSFER FEE	<u>2954</u>
DATE	<u>8-25-72</u> BY <u>[Signature]</u>

BY 2954, 331

RECEIVED & RECORDED
UNION COUNTY, N.J.
AUG 25 9 34 AM '72
BOOK 2954 PAGE 331
Joseph J. Shanley
REGISTER

LCP grants to GAF, its successors and assigns, the right to construct, operate, use and maintain, repair and remove; (i) a roadway over said strip of land for ingress and egress to and from lands lying on either side of the said strip of land by vehicle and on foot, and (ii) pipelines, poles, power lines of any kind, and bridges and passage ways of any kind over, upon, across and under the said right of way and easement herein granted and to grant rights of way and easements to others for any such purposes over, upon, across and under the lands within the boundaries of said right of way and easement provided same do not unreasonably interfere with the outfall ditch now located therein and LCP's use of the said lands for pipelines, poles, power lines of any kind or a roadway.

The aforesaid right of way and easement is granted subject to grants, conveyances, easements and rights of way heretofore made to others.

GAF hereby covenants and agrees to indemnify and hold harmless LCP against any and all claims for damages arising out of or attributable to the use of the lands within the boundaries of said right of way and easement by GAF, its successors and assigns, its or their officers, agents, employees, tenants, patrons and invitees.

BY 2954PC 332

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of GAF and LCP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

GAF CORPORATION

By

James A. Deet
Vice President

ATTEST:

B. J. Brown
Secretary

LINDEN CHLORINE PRODUCTS, INC.

ATTEST:

By

W. C. Calvert Jr.
Assistant Secretary

W. C. Calvert Jr.
Assistant Secretary

BK2954PC 333

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared STANLEY B. FEUER who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the SECRETARY of GAF CORPORATION, one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by THOMAS A. DENT who was at the date and execution thereof, a VICE PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

Stanley B. Feuer
Stanley B. Feuer
Secretary

Sworn and subscribed before me,
the day and year above written.

Violet R. Roncace
Notary Public

VIOLET R. RONCACE
NOTARY PUBLIC, State of New York
No. 03-8632800
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

DX 2954PC 334

*This instrument prepared by
Edward S. Menopace
140 West 51 Street
New York, New York 10020*

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared WILLIAM C. CALVERT, JR. who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the ASSISTANT SECRETARY of LINDEN CHLORINE PRODUCTS, INC., one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by C. A. HANSEN who was at the date and execution thereof, the PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

WC Calvert Jr
William C. Calvert
Assistant Secretary

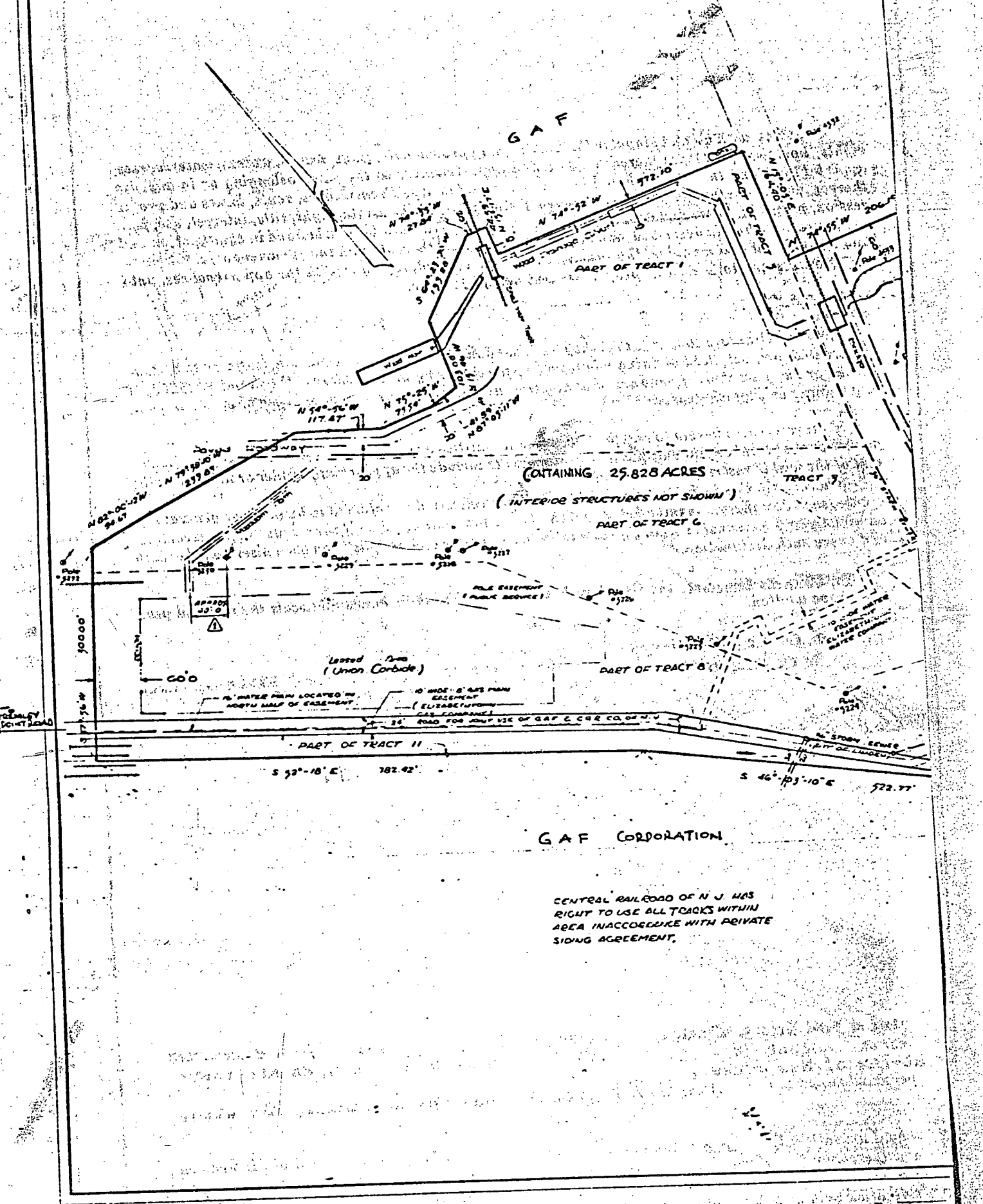
Sworn and subscribed before me,
the day and year above written.

Violet R. Roncace
Notary Public

VIOLET R. RONCACE
NOTARY PUBLIC, State of New York
No. 03-8632800
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

BN 2954PC 335

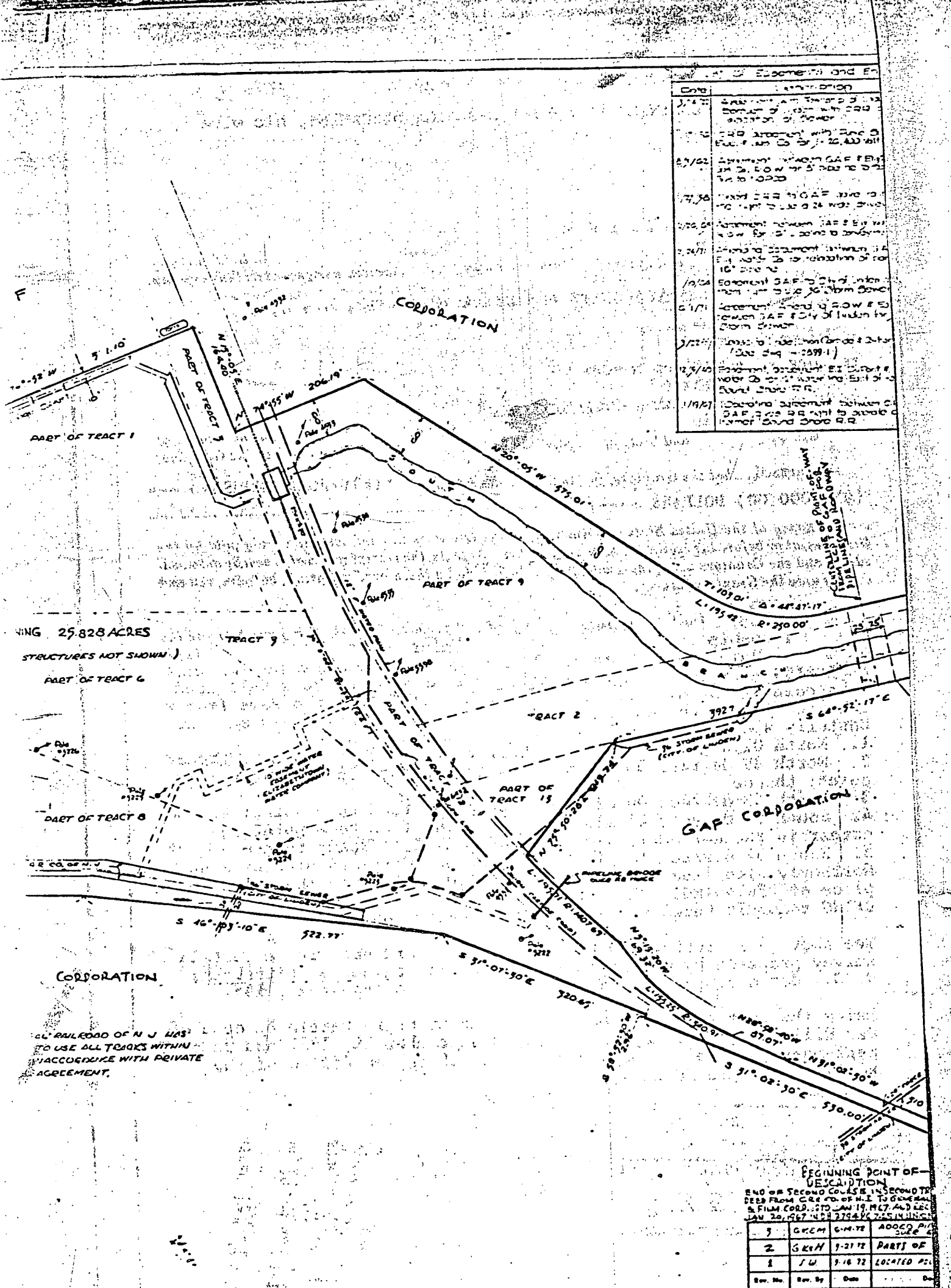




G A F CORPORATION

CENTRAL RAILROAD OF N. J. HAS
RIGHT TO USE ALL TRACKS WITHIN
AREA IN ACCORDANCE WITH PRIVATE
SIDING AGREEMENT.

32954 336



Date	Description	Date	Description
8/3/62	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	9/2/62	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
1/17/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	1/17/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
2/14/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	2/14/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery

Date	Description	Date	Description
1/17/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	1/17/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
2/14/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	2/14/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery
3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery	3/1/63	Agreement between GAF & Linden Co. for 25,000 sq. ft. of land for a new refinery

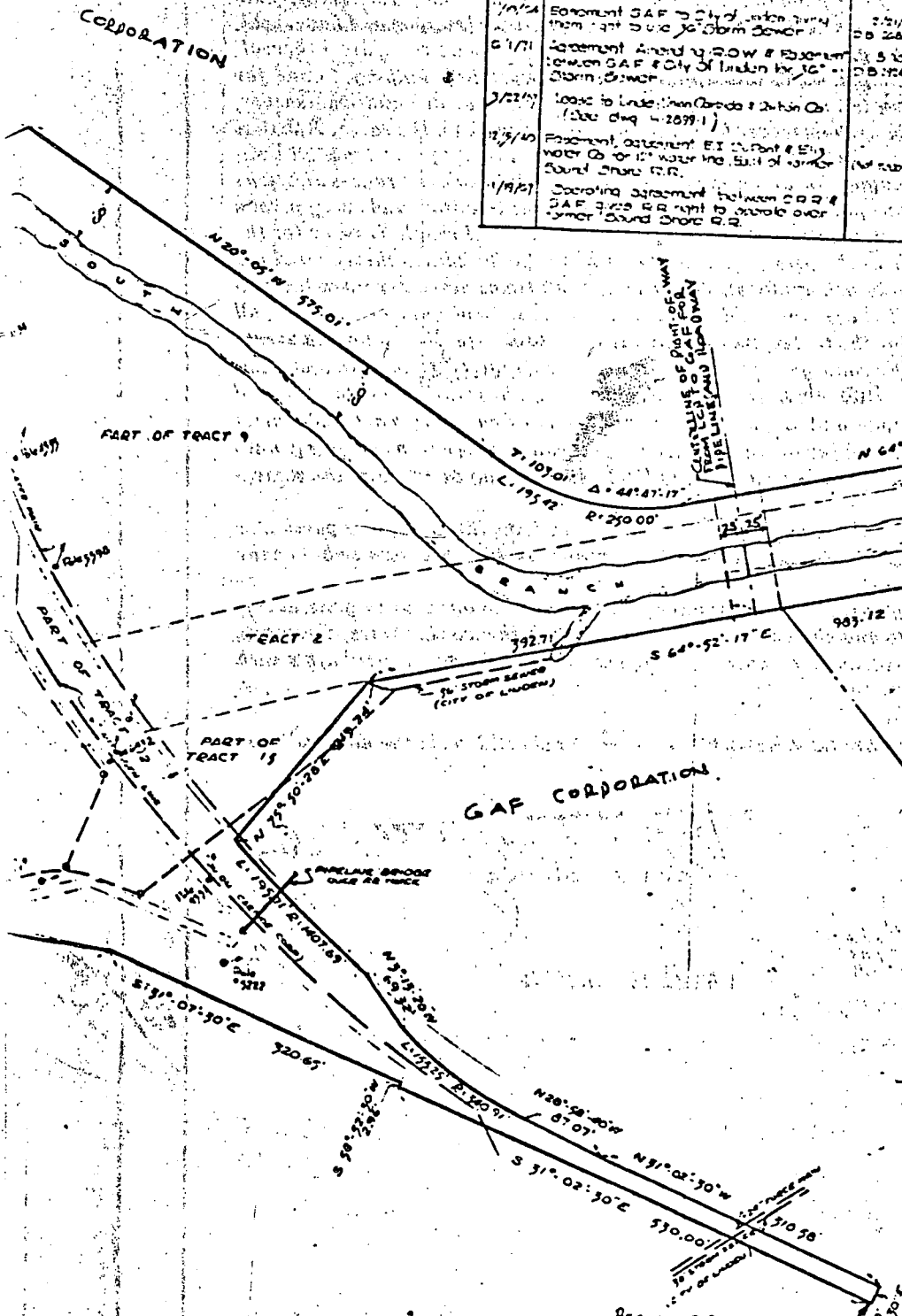


Exhibit C

Rev. No.	Rev. By	Date	Description
1	GEEM	6-4-72	ADDED PIPELINE BRIDGE
2	GEEM	1-21-72	PARTS OF BOUNDARY
3	J.W.	1-4-72	LOCATED POLE CORRECTLY

GRASSMANN, KREH & MYER INC.
ENGINEERS - SURVEYORS - PLANNERS
1094 SALEM ROAD, UNION, N. J.

903 OL 26

Scale: 1" = 60'

Working Period: 2-15-72

Project: SURVEY OF CHLORINE PLANT LAND

Client: GAF Corporation

Project Name: LINDEN, N. J. PLANT

Project Number: H-5966

BK2954PG 338

and forever defend the said land and premises unto the said parties of the second part, their heirs and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever, except as above set out.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of
Charles L. Morgan

Louise J. Schupner (L.S.)

Rev. stamps \$8.50 attached and cancelled

State of New Jersey :
County of Union : SS.

BE IT REMEMBERED, that on this eleventh day of May in the year of our Lord one thousand nine hundred and forty-two, before me, the subscriber, A Master in Chancery of New Jersey, personally appeared Louise J. Schupner, widow, sometimes known as Louise R. Schupner, who, I am satisfied, is the grantor mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon she acknowledged that, she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

Chas. L. Morgan
A Master in Chancery of New Jersey

Rec'd May 12, 1942
at 1:01 P.M. #33400

Recorded at the request of Charles L. Morgan

E.I. du Pont de Nemours & Co.
to
General Aniline and Film Corp.

THIS INDENTURE, made the 5th day of May in the year of our Lord one thousand nine hundred and forty-two, between E.I. du Pont de Nemours and Company, a Delaware corporation, having its principal office at No. 1007 Market Street, in the City of Wilmington, in the County of New Castle and State of Delaware, and duly licensed to do business in the State of New Jersey, party of the first part, AND General Aniline and Film Corporation, a Delaware corporation, having its principal office in the City of New York, County of New York and State of New York, duly licensed to do business in the State of New Jersey and having a manufacturing plant at Linden, New Jersey, party of the second part;

WITNESSETH, That the said party of the first part for and in consideration of the sum of ten dollars (\$10.00), lawful money of the United States of America, to it in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm to the said party of the second part, and to its successors and assigns, forever, ALL that tract or parcel of land lying and beginning the City of Linden, County of Union and State of New Jersey:

BEGINNING at a point in the westerly line of the right-of-way of the Sound Shore Branch of the Central Railroad Company of New Jersey, where the same is intersected by the division line between the lands of the parties hereto; thence (1) North 74 degrees 55 minutes West along said division line fifty feet (50.0') to a point; thence (2) still along said division line North 09 degrees 55 minutes West two hundred forty feet (240.0') to a point; thence (3) North 35 degrees 00 minutes West, still along said division line, one hundred twenty-eight feet and fifty-three one-hundredths of a foot (128.53') to a point distant at right angles two hundred and fifty feet (250.0') from the westerly right-of-way line of the Sound Shore Branch of the Central Railroad Company of New Jersey; thence (4) North 74 degrees 55 minutes West, still along said division line and at right angles with the Sound Shore Branch of the Central Railroad Company of New Jersey, eight hundred thirty-two feet and forty one-hundredths of a foot (832.40') to a point; thence (5) South 85 degrees 11 minutes 30 seconds East, generally parallel to the existing railroad siding known as Tremley Spur and through lands of the party of

the first part, one thousand one foot and fifteen one-hundredths of a foot (1001.15') to a point; thence (6) South 15 degrees 05 minutes West, and parallel to the westerly line of the right-of-way of the Sound Shore Branch of the Central Railroad Company of New Jersey, and distant one hundred eight feet (108.0') westerly therefrom, three hundred two feet and forty one-hundredths of a foot (302.40') to a point; thence (7) southerly and curving to the right on a radius of five hundred ninety-seven feet and eighty-eight one-hundredths of a foot (597.88'), concentric with the center line of railroad siding lying to the west, and twelve feet (12.0') easterly therefrom, two hundred thirteen feet and fifty-one one-hundredths of a foot (213.51') along the arc of the curve to a point in said westerly line of the right-of-way of the Sound Shore Branch of the Central Railroad Company of New Jersey; thence (8) South 15 degrees 05 minutes West, along said westerly line of the Sound Shore Branch of the Central Railroad Company of New Jersey, forty-four feet and sixty-four one-hundredths of a foot (44.64') to the place of BEGINNING;

EXCEPTING and RESERVING, however, unto the party of the first part, its successors and assigns, the permanent right to use all the present and future main tracks located on the extensions over the land herein conveyed of roadways known as "Roadways B and C" on the plant property of the party of the second part, for the purposes of ingress, regress and egress thereover to and from the property of the party of the first part.

TOGETHER with all and singular the buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in anywise appertaining; also all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same and of, in and to every part and parcel thereof;

TO HAVE AND TO HOLD, all and singular, the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, subject as aforesaid.

AND the said party of the first part does for itself, its successors and assigns, covenant and agree to and with the said party of the second part, its successors and assigns, that it, the said party of the first part, is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment or limitation, or by any encumbrance whatsoever, except as aforesaid, by which the title of the said party of the second part, hereby made or intended to be made, of, in and to the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever; and also, that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid; and also, that the said party of the first part will warrant, secure and forever defend the said land and premises, unto the said party of the second part, its successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

IN WITNESS WHEREOF, the said E.I. du Pont de Nemours and Company has caused its corporate seal to be hereto affixed and attested by its Assistant Secretary and these presents to be signed by its Vice-President, the day and year first above written.

Attest:
F.O. Hess
Assistant Secretary
(SEAL) (E.I. du Pont de Nemours and Co., Founded 1802 Delaware)
M.J. Collum
Approved for Execution
D.F. Ceanffiel
Real Estate Division

E.I. du Pont de Nemours and Company
By W.F. Harrington
Vice-President

PAQ JBS JBB

Rev. stamps \$4.40 attached and cancelled

State of Delaware :
County of New Castle : SS.

BE IT REMEMBERED, that on the 5th day of May nineteen hundred and forty-two, before me, the subscriber P.E. Strickland a Notary Public of the State of Delaware personally appeared F.O. Hess and made proof to my satisfaction that he is the Assistant Secretary of E.I. du Pont de Nemours and Company, the grantor named in the foregoing instrument; that he well knows the corporate seal of the said corporation; that the seal affixed to said instrument is the corporate seal of the said corporation; that the seal was so affixed and the said instrument signed and delivered by W.F. Harrington who was at the date thereof Vice-President of said corporation, in the presence of this deponent, and said Vice-President, at the same time, acknowledged that he signed, sealed and delivered

ered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

Sworn to and subscribed before me at Wilmington, Delaware, the _____ P.O. Hess

date aforesaid.

P.E. Strickland (SEAL)
Notary Public of the State
of Delaware

State of Delaware :
New Castle County : SS.

I, Martin G. Hannigan, Prothonotary of the Superior Court of the State of Delaware, in and for New Castle County, which Court is a Court of Record, do hereby certify that P.E. Strickland before whom the annexed acknowledgment was taken, was at the time of taking such affidavit, affirmation or acknowledgment a Notary Public in the State of Delaware, of the County of New Castle, duly commissioned and sworn, and authorized to take and certify affidavits, affirmations and acknowledgments and proofs of Deeds or Conveyance of lands, tenements and hereditaments in the State of Delaware and to all of whose acts as such full faith and credit are, and ought to be given, as well in the Courts of Justice as elsewhere.

That I am well acquainted with the handwriting of said Notary Public and verily believe that the signature to said affidavit, affirmation or acknowledgment, purporting to be the signature of the said P.E. Strickland is genuine.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the said Superior Court, at Wilmington, this 5th day of May in the year of our Lord one thousand nine hundred and forty-two.

Martin G. Hannigan (SEAL)
Prothonotary

Rec'd May 12, 1942
at 1:12 P.M. #33401
Recorded at the request of Frank W. Hellianday

Elizabeth Beer Moherman, Surv.Exrx
to
Fanita A. Woodhouse

RB4919

THIS INDENTURE, made the 16th day of March in the year of our Lord one thousand nine hundred and forty-two, BETWEEN Elizabeth Beer Moherman, sole surviving executrix under the last Will and Testament of Kate B. Barton, deceased, of the ----- of Ashland in the County of ----- and State of Ohio, party of the first part; AND Fanita A. Woodhouse, widow of Richard B. Woodhouse, of the ----- of Ashland in the County of Ashland and State of Ohio party of the second part.

WITNESSETH, That the said party of the first part, by virtue of the power and authority to ---- given, in and by said Last Will and Testament, and for and in consideration of the sum of fifty (\$50.00) dollars lawful money of the United States of America, to her in hand paid by the said party of the second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey to the said party of the second part, and to her heirs and assigns, forever, ALL that certain lot, tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Rahway in the County of Union and State of New Jersey, known and designated as lot 18, block 334, ward 2, as shown on the Tax Atlas of the City of Rahway.

Being the same premises conveyed to Kate B. Barton by deed from Equator Realty & Improvement Co. a corporation, dated July 28th, 1909 and recorded in the Union County Register's Office on August 2nd, 1909 in Deed Book 531, page 310.

Being also the same premises conveyed to Richard B. Woodhouse under the name of R.B. Woodhouse, by deed from Elizabeth Beer Moherman, widow, et als, dated April --, 1927 and recorded in the Union County Register's Office on August 29th, 1927 in Deed Book 1118, page 186; the said grantee herein being the widow and only heir at law of the said Richard B. Woodhouse.

This conveyance is given to confirm the alienation of the title by the estate of the said Kate B. Barton, the grantors of the Deed to the said Richard B. Woodhouse, having executed the same as individuals, being all of the heirs of the said Kate B. Barton. Under the last Will and Testament of the said Kate B. Barton she directed (impliedly) that all her lands be sold. Said Richard B. Woodhouse paid a consideration of the sum of fifty (\$50.00) dollars for the lands and premises hereinabove described.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. AND ALSO all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, and of the said Testator, of, in and to the above described premises, and every part and parcel thereof, with the appurtenances. TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances unto the said party of the second part, her heirs and assigns forever to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered

in the presence of
Geo. W. Brook (SEAL)
Notary Public, Ashland, O.

My commission expires Aug. 26, 1944

Beer
Elizabeth B. Moherman (L.S.)

State of Ohio :
County of Ashland : SS.

BE IT REMEMBERED, That on this 28th day of April in the year of our Lord one thousand nine hundred and forty-two, before me, the subscriber, Geo. W. Brook, a Notary Public of Ashland, Ohio, personally appeared Elizabeth Beer Moherman, sole surviving executrix under the last Will and Testament of Kate B. Barton, deceased, who, I am satisfied, is the grantor mentioned in the within instrument, to whom I first made known the contents thereof, and thereupon she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

Geo. W. Brook (SEAL)
Notary Public, Ashland, O.
My commission expires Aug. 26, 1944

The State of Ohio :
Ashland County : SS. In Court of Common Pleas
Ashland, Ohio, May 9, 1942

I, Chas. A. McBride, Clerk of the Court of Common Pleas, the same being a Court of Record, do hereby certify that George W. Brook whose genuine signature appears to the foregoing affidavit and certificate, was, at the time of signing the same, a Notary Public in and for the County and State aforesaid, duly qualified, and that all his official acts as such are entitled to full faith and credit, his Commission being issued the 26th day of August, 1941.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk, and affixed the seal of said Court, this 9 day of May 1942.

Chas. A. McBride, (SEAL)
Clerk
Per Elsie Stull, Dep. Clk.

Rec'd May 12, 1942

at 1:14 P.M. #33402

Recorded at the request of Ezra W. Karkus

IN WITNESS WHEREOF the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered

Paul Asmonda (L. S.)

in the presence of

Anna Asmonda (L. S.)

Mary T. McCartney

State of New Jersey :

County of Union : SS.

BE IT REMEMBERED, that on this thirteenth day of December in the year of our Lord One thousand nine hundred and twenty-eight, before me the subscriber a Notary Public of New Jersey, personally appeared Paul Asmonda and Anna Asmonda, his wife, who, I am satisfied are the grantors mentioned in the within Instrument, to whom I have made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

AND the said Anna Asmonda being by me privately examined separate and apart from her said husband further acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, freely without any fear, threats or compulsion of her said husband.

Mary T. McCartney

Notary Public of New Jersey

Rec'd. Dec. 14, 1928

at 3.25 P.M. #1205

recorded at the request of Clarence C. Ward

The Grasselli Chemical Company

to

E. I. duPont de Nemours and Company

THIS INDENTURE, made the 30th day of November in the year one thousand nine hundred and twenty-eight, between The Grasselli

Chemical Company, a corporation of the State of Ohio, having its principal office in the City of Cleveland, in the County of Cuyahoga and State of Ohio, and duly licensed to do business in the State of New Jersey, of the first part, and E. I. duPont de Nemours and Company, a Delaware corporation, having its principal office in the City of Wilmington in the County of New Castle and State of Delaware, and duly licensed to do business in the State of New Jersey of the second part:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of ten dollars, lawful money of the United States of America, to it in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part, therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, convey and confirm to the said party of the second part, and to its successors and assigns forever, all those tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the City of Linden in the County of Union and State of New Jersey, to wit:

Tract No. 1: Beginning at a point between the intersection of the southeasterly line of 24th Street with the southwesterly line of Wood Avenue and thence running along the southwesterly line of Wood Avenue, south thirty-six (36) degrees thirty-six (36) minutes East, thirteen hundred and forty-two and eighty-four hundredths (1342.84) feet, more or less to the line of lands now or formerly in the possession of the Board of Education of Linden Township; thence running along the line of said lands south fifty-three (53) degrees twenty-four (24) minutes West six hundred and seventy-one and twenty-one hundredths (671.21) feet, more or less to the northerly line of the Tremley Point Road; thence running along the northerly line of the Tremley Point Road, North

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seventy-two (72) degrees and thirty-nine (39) minutes West seven hundred and four an
thirty-three hundredths (704.33) feet more or less to the intersection of the northerl
line of the Tremley Point Road with the easterly line of the Old Rahway Road; thence
running along the easterly line of the Old Rahway Road north no (0) degrees and
twenty-one (21) minutes West nine hundred fifty-seven and fifteen hundredths (957.15)
feet to the intersection of the easterly line of Old Rahway Road with the southeaster
line of 24th Street, thence running along the southeasterly line of 24th Street North
fifty-three (53) degrees and twenty-four (24) minutes East five hundred twenty and
fifteen hundredths (520.15) feet to the place of Beginning; containing twenty-five an
seven hundred and eighty-three thousandths (25,783) acres more or less; being part of
the premises conveyed to the said The Grasselli Chemical Company by deed of the East
Linden Development Company, bearing date October 9, 1918 and recorded in the Union
County Register's Office, Elizabeth, New Jersey in Book 736 of Deeds for said County
on page 108.

Tract No. 2 (Grasselli Park) *no*

Beginning at a point in the southerly line of Tremley Point Road, at a
corner of lands now or formerly of the John Fedor Realty Company, and thence running
(1) along the line of lands of the said John Fedor Realty Company, and along line of
lands now or formerly of the East Linden Development Company south thirty (30) degree
fifty-two (52) minutes West 1291.90 feet to the center line of Marsh's Creek; thence
running (2) along and up the center line of said Marsh's Creek, it being also the
division line between lands herein described and lands now or formerly of the Estate
of Sanford Roll in a general northwesterly direction 765 feet more or less to an
old line of fence; thence running (3) along an old line of fence and along line of
lands now or formerly of the Estate of Sanford Roll, south 16 degrees, thirty-three
(33) minutes West 6.07 feet, to a line of fence; thence running (4) still along the
line of lands now or formerly of the State of Sanford Roll, North forty-seven (47)
degrees, twenty (20) minutes west 528.70 feet to the easterly line of the Lower Road
to Rahway; thence running (5) along the easterly line of the Lower Road to Rahway,
North ten (10) degrees fifty-five (55) minutes East 351.45 feet to a point; thence
running (6) still along the easterly line of the Lower Road to Rahway, North seven
(7) degrees twenty-eight (28) minutes East 425.97 feet to the southerly line of the
Tremley Point Road; thence running (7) along the southerly line of Tremley Point Road
south seventy-two (72) degrees thirty-five (35) minutes East 738.36 feet to a point;
thence running (8) still along the southerly line of the Tremley Point Road, south
seventy-one degrees 24 minutes East 249.46 feet to a point; thence running (9) still
along the southerly line of the Tremley Point Road south seventy (70) degrees twenty-
five (25) minutes East 291.02 feet to a point; thence running (10) still along the
southerly line of the Tremley Point Road, south sixty-four (64) degrees twenty four
(24) minutes east 80.20 feet to the place of Beginning, containing 26,790 acres of land

Excepting therefrom, however the following described parcels:

Exception No. 1:

Beginning at a point in the easterly line of the Lower Road to Rahway
distant southerly along the same 379.32 feet from the intersection of the easterly
line of the Lower Road to Rahway with the southerly line of the Tremley Point Road,
and from said beginning point, thence running (1) along the easterly line of the Lowe
Road to Rahway south seven (7) degrees twenty-eight (28) minutes West 46.65 feet to a
point; thence running (2) still along the easterly line of the Lower Road to Rahway,
south ten (10) degrees fifty-five (55) minutes West 53.35 feet to a point, which
point is distant northerly along the easterly line of the said Lower Road to Rahway 298.
feet from the northerly corner of lands now or formerly of the Estate of Sanford Roll,
thence running (3) south eighty (80) degrees forty-seven (47) minutes East 103.21 feet
to a point, thence running (4) North seven degrees twenty-eight (28) minutes East
100.00 feet to a point; thence running (5) North eighty (80) degrees forty-seven (47)
minutes West 100.00 feet to the place of Beginning, containing 0.231 acres of land, and

Exception No. 2: Beginning at a point in the southerly line of the
Tremley Point Road, distant easterly along the same 710.81 feet from the intersection
of the southerly line of the Tremley Point Road with the easterly line of the Lower
Road to Rahway, and from said beginning point, thence running (1) along the southerly
line of the Tremley Point Road south seventy-two (72) degrees thirty-five minutes
East (27.55) feet to a point; thence running (2) still along the southerly line of
the Tremley Point Road, south seventy-one degrees twenty-four (24) minutes East 249.4
feet to a point; thence running (3) still along the southerly line of the said Trem
Point Road south 70 degrees twenty five (25) minutes east 3.00 feet to a point, which
point is distant westerly along the southerly line of the Tremley Point Road 368.22

feet from the corner of lands now or formerly of the John Fedor Realty Company; thence running (4) south eighteen (18) degrees thirty-six (36) minutes west 189.95 feet to a point; thence running (5) North seventy-one (71) degrees twenty-four (24) minutes West 280.00 feet to a point; thence running (6) North eighteen (18) degrees, thirty-six (36) minutes East 189.43 feet to the place of Beginning, containing 1.220 acres of land and

Exception No. 3: (Land for Streets and Avenues)

All those certain parcels of land conveyed by The Grasselli Chemical Company to the Township (now City) of Linden, comprising 4.932 acres more or less, by deed dated September 30, 1918 and recorded in the Register's Office of Union County, New Jersey in Book 740 of Deeds for said County, on page 238 to which deed reference is hereby made for a more complete description.

Exception No. 4: (Grasselli Park Lots Sold)

All those certain lots or parcels of land known as Lots #3 and #8 in Block #1; Lots #22 and #25 in Block #2; Lots #9 and #10 in Block #5; Lots #2 and #18 in Block #6; and Lots #10 in Block #7, all in Grasselli Park, a subdivision of the City of Linden, as shown on Map #2611-7, as recorded in the County Recorder's Office of Union County under #67-D, on the seventh day of May 1924, and containing 0.70 acres, but not including in this exception, but hereby granting and conveying to the Grantee herein the rights reserved in the various deeds by which said lots were conveyed by the Grantor herein.

The whole tract herein described as Tract No. 2, exclusive of the four exceptions herein described, containing 19.707 acres, more or less and being part of the premises conveyed by William H. Roll and Cassie Roll to The Grasselli Chemical Company by that certain deed dated July 31, 1918, recorded in the Register's Office in the County of Union, New Jersey in Book 732 of Deeds, pages 133 etc.

Tract No. 3: (Tenements)

Beginning at a point on the southeasterly line of Wood Avenue, as same is now located on the division line between the lands of the Grantor hereby to be conveyed and lands now or formerly of the Tremley Point Corporation, and extending thence south 34° 38' West 361.86 feet more or less to a point, corner to lands of The Holland Company; thence along the Northerly line of lands of The Holland Company North 59° 44' West 289 feet to the easterly right of way of the New Jersey Short Line Railroad; thence in a Northerly direction along said railroad right of way upon a curve to the right, having a radius of 5664 feet, 32.10 feet to the point of tangent; thence in a Northerly direction still along said right of way 192.0 feet to a point; thence North 34° 32' East 238.90 feet to the southeasterly line of Wood Avenue; thence easterly along said southeasterly line to a bend in same; thence still along said southeasterly line south 39° 30' East 172.55 feet to the point of beginning, containing 2.92 acres, more or less, being a part of the same tract or parcel conveyed to The Standard Chemical Company by William S. Roll by deed dated November 28, 1881 and conveyed by The Standard Chemical Company to The Grasselli Chemical Company by deed dated February 11, 1905 and recorded in the Union County Registry of Deeds in Book 446, page 147.

Tract No. 4: *no*

Beginning at a point situated in the southwesterly side line of the Old Tremley Point Road, now known as Wood Avenue, as the northerly corner of lands herein conveyed as Tract No. 3, and from said beginning point thence running (1) south thirty-four (34) degrees four (4) minutes west two hundred and thirty-eight and nine tenths feet (238.9') to a point; said point being distant southeasterly fifty feet (50') from the located center line of the present or former New Jersey Short Line Railroad; thence running (2) parallel with and distant therefrom fifty (50) feet southeasterly from said located center line North twenty-eight (28) degrees fifty (50) minutes East two hundred and forty-four and six-tenths (244.6) feet to a point in the side line of the old Tremley Point Road; thence running (3) along the Old Tremley Point Road south forty-three (43) degrees fifty-nine (59) minutes East twenty-two and sixty-five one-hundredths (22.65) feet to the place of beginning, containing sixty-three one-thousandths (.062) acres.

The said tract is in accordance with a survey made by J. L. Bauer, C. E., Elizabeth, N.J. August 14, 1916, being part of the same premises conveyed to The Grasselli Chemical Company by John Fedor Realty Co. Inc., by that certain deed dated July 1, 1918, recorded in the Register's Office of Union County, New Jersey in Book 730 of Deeds, pages 135, etc.

Tract No. 5: (Plant Property)

All those certain parcels of land situate, lying and being in the City of Linden, County of Union, and State of New Jersey, which are bounded on the North by lands now or formerly of The Standard Oil Company and the Security Land and

Improvement Company south by lands now of Railroad of New Jersey port Railroad and land and the Central Railroad

Except by The Grasselli Chemical two deeds each dated

Except right of way line of the center line of the division line between Railroad of New Jersey

(1) on a curve curving to 309.50 feet to a point

(2) 50 feet distant west

(3) N. 15° 05' E. 1908.50

(4) W. 240.00 feet to a point

(5) 00' W. 128.53 feet to

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(6) at right angles with thence running

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(8) at right angles with thence running

(9) parallel with the Short

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(10) parallel with the north

and distant northerly to a point of curve

(11) curve curving toward to a point of tangent

(12) S. 12° 15' E. 290.20

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Improvement Company and by Morse's Creek; on the East by Staten Island Sound, on the
south by lands now or formerly of the Tremley Point Corporation, and the Central
Railroad of New Jersey; on the West by the right of way of the Perth Amboy and Elizabeth
Port Railroad and lands now or formerly of the Security Land & Improvement Company
and the Central Railroad of New Jersey:

Excepting, however, those certain parcels of land which were conveyed
by The Grasselli Chemical Company to the Grasselli Dyestuff Corporation by those certa
two deeds each dated October 20, 1928 and described therein as follows:

Excepted Parcel 1: Beginning at the point of intersection of the wester
right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and
the center line of the present Linden Township Trunk Sewer. Said point being the
division line between lands of The Grasselli Chemical Company and lands of the Central
Railroad of New Jersey, thence running

(1) Along said westerly right of way line of the Sound Shore Railroad
on a curve curving toward the northeast, with a radius of 1457.69 feet a distance of
309.50 feet to a point; thence running

(2) N. 52° 18' W. 57.20 feet to a point; thence running

(3) parallel with the straight tangent of the Sound Shore Railroad, and
50 feet distant westerly at right angles from the westerly right of way line thereof
N. 15° 05' E. 1908.50 feet to a point; thence running

(4) Along line of other lands of The Grasselli Chemical Company, N. 9° 55'
W. 240.00 feet to a point; thence running

(5) Still along line of lands of The Grasselli Chemical Company N. 35°
00' W. 128.53 feet to a point, distant at right angles 230.00 feet from the westerly
right of way line of the Sound Shore Railroad (as laid out 50 feet in width); thence
running

(6) Still along line of lands of The Grasselli Chemical Company, and
at right angles with the Sound Shore Railroad N. 74° 55' W. 575.00 feet to a point;
thence running

(7) Still along line of lands of The Grasselli Chemical Company, and
parallel with the Sound Shore Railroad, S. 15° 05' W. 325 feet to a point; thence run-
ning

(8) Still along line of lands of The Grasselli Chemical Company and
at right angles with the Sound Shore Railroad, N. 74° 55' W. 800.00 feet to a point;
thence running

(9) Still along line of lands of The Grasselli Chemical Company, and
parallel with the Sound Shore Railroad S. 15° 05' W. 1227.50 feet to a point distant
northerly at right angles 146.00 feet from the northerly line of lands of the Central
Railroad of New Jersey; thence running

(10) Still along line of lands of The Grasselli Chemical Company and
parallel with the northerly line of lands of the Central Railroad Company of New Jersey
and distant northerly at right angles 146.00 feet therefrom S. 52° 18' E. 1456.95 feet
to a point of curve; thence running

(11) Still along line of lands of The Grasselli Chemical Company on a
curve curving toward the south with a radius of 350.00 feet, a distance of 244.65 feet
to a point of tangency; thence running

(12) Still along line of lands of The Grasselli Chemical Company,
S. 12° 15' E. 290.20 feet to a point in the center line of the Linden Township Trunk
Sewer, thence running

(13) Along line of lands of the Central Railroad Company of New Jersey
and along the center line of the said Linden Township Trunk Sewer S. 68° 45' E. 25.00
feet to the place of beginning, containing 62.127 acres.

Excepting Parcel 2: Beginning at the point of intersection of the
easterly right of way line of the Sound Shore Railroad (as laid out 50 feet in width)
and the center line of the present Linden Township Trunk Sewer. Said point being
the division line between lands of The Grasselli Chemical Company and lands of the
Sinclair Oil Company, thence running

(1) Along line of lands of the Sinclair Oil Company, and along the cen-
ter line of the Linden Township Trunk Sewer, S. 68° 45' E. 203.70 feet to a point; thence
running

(2) Still along line of lands of the Sinclair Oil Company and parallel
with the Linden Township Trunk Sewer and distant southerly (3) three feet from the
center line thereof, S. 64° 37' E. 1023.63 feet to a point on the U. S. Government
Berhead and Bulkhead Line; thence running



(3) Along said U. S. Government Pierhead and Bulkhead line, N.2° 27' W. 86.40 feet to an angle point in same; thence running

(4) Still along the U. S. Government Pierhead and Bulkhead Line N.18° 27' E.2376 feet to a point; thence running

(5) Along line of lands of The Grasselli Chemical Company and parallel with the second course of this description, N.64° 37' W .984.02 feet to a point; thence running

(6) Still along line of lands of The Grasselli Chemical Company and parallel with the first course of this description N.68° 45' W.244.20 feet to a point in the aforesaid easterly right of way line of the Sound Shore Railroad; thence running

(7) Along said easterly right of way line of the Sound Shore Railroad on a curve curving toward the southeast with a radius of 1407.69 feet, a distant of 106.30 feet to the place of beginning, containing 2.811 acres.

Excepting Parcel 3: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company and land of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69 feet, a distance of 309.50 feet to an iron pipe the real place of beginning, thence running

(1) Along the line of lands conveyed to the Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, and described in said deed as Tract #1 (and herein as Excepted Parcel 1) North 52° 18' West 57.20 feet to an iron pipe; thence running

(2) Still along the line of said Tract #1 (excepted Parcel 1) North 15° 5' East 1908.50 feet to an iron pipe; thence running

(3) South 74° 55' East 50 feet to an iron pipe in the westerly right of way line of the south Shore Railroad, thence running

(4) Along the westerly right of way line of the Sound Shore Railroad south 15° 5' West 1840.54 feet to an iron pipe, the beginning of a curve to the southwest, thence running

(5) Still along the westerly right of way line of the Sound Shore Railroad upon a curve to the southwest having a radius of 1457.69 feet 90 feet to the point of beginning, containing 2.204 acres, more or less.

Excepted Parcel 4: Beginning at the point of intersection of the westerly right of way line of the South Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company and lands of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69 feet, a distance of 309.50 feet to an iron pipe; thence still along the westerly right of way line of the Sound Shore Railroad and still upon said curve 90 feet to a point; thence North 15° 5' East 1840.54 feet to an iron pipe in said right of way line; thence leaving said right of way line North 74° 55' West 50 feet to an iron pipe; thence North 15° 5' East 300 feet to a point thence North 74° 55' West 775 feet to a point in the line of lands conveyed to the Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928 and described in said deed as Tract #1 (Excepted Parcel 1) the real place of beginning, thence running

(1) North 74° 55' West 257.40 feet to an iron pipe; thence running

(2) North 88° 11' 30" West 1691.40 feet to an iron pipe; thence running

(3) South 50° 45' West 41.57 feet to an iron pipe the beginning of a curve to the left having a radius of 100 feet, thence running

(4) Along said curve 179.86 feet to an iron pipe; thence running

(5) South 52° 18' East 1491.17 feet to an iron pipe, corner to lands conveyed in said Tract #1 (excepted Parcel 1) thence running with the line of lands conveyed in said Tract #1 (Excepted Parcel 1) North 15° 5' East 1227.50 feet to an iron pipe; thence running

(6) Still along the line of lands conveyed in said Tract #1 (Excepted Parcel 1) south 74° 55' East 800.00 feet to an iron pipe; thence running

(7) Still along the line of lands conveyed in said Tract #1 (Excepted Parcel 1) North 15° 5' East 325.00 feet to the point of beginning, containing 35.200 acres.

[illegible][illegible][illegible]

The Coast of Maine of the State of Maine
 1890
 JOHN CRASSELL, N.Y.
 CRASSELL MAP SHOWING EAST & WEST
 JOHN CRASSELL, N.Y.

[illegible][illegible]

A large, rectangular, heavily textured object, possibly a piece of paper or a book cover, with a dark, irregular shape on the right side. The texture is grainy and uneven. On the right side, there is a small, rectangular label with text.

[illegible]

The Coast: M. H. M. C. Co. 1940
 Date: 1940
 Scale: 1:100,000
 Projection: Mercator
 Contour Map Showing Elevation
 Date: 1940

IN WITNESS WHEREOF the said party of the first part hath caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its vice president the day and year first above written.

Attest: E. R. Bailey
Secretary

The Grasselli Chemical Company
by A. C. Bailey
Vice President

Signed, Sealed and Delivered
in the presence of

M. J. Collins
M. I. Miller

(SEAL) (The Grasselli Chemical Company, Corporate Seal,
Incorporated 1865, Ohio)

State of Ohio
County of Cuyahoga

:
:SS.

BE IT REMEMBERED, that on this 30th day of November nineteen hundred and twenty-eight, before me the subscriber, a Notary Public in and for said county, personally appeared E. R. Bailey and made proof to my satisfaction that he is the Secretary of The Grasselli Chemical Company, the grantor named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by A. C. Bailey who was at the date thereof the Vice President of said corporation, in the presence of this deponent and said vice president, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

E. R. Bailey

Sworn to and subscribed before me at Cleveland Ohio, the date
aforesaid.

M. J. Collins (SEAL)
Notary Public (Ohio)

The State of Ohio
Cuyahoga County

:
:SS.

M. J. Collins
Notary Public

I, George Wallace, Clerk of the Court of Common Pleas, a Court of Record of Cuyahoga County, aforesaid do hereby certify that M. J. Collins was and now is a duly appointed commissioned and qualified Notary Public in and for said County, for the full term of three years; that his commission is dated Feb. 2, A. D. 1928 and expires Feb. 1 1931 as appears of record and is duly authorized by the laws of Ohio, to take acknowledgments of deeds to be recorded in this State, and to administer oaths for general purposes, and that his signature above written is genuine.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of said Court at Cleveland, this 30th day of November A. D. 1928.

George Wallace (SEAL)
Clerk

by J. A. Baker
Deputy Clerk

D No. 7385

Rec'd. Dec. 14, 1928
at 3.31 P.M. #1206

recorded at the request of H. G. High

Simon P. Blum et ux
to
Ernest Blum

THIS INDENTURE, made the seventh day of December in the year of our Lord One thousand nine hundred and twenty-eight.

BETWEEN Simon P. Blum and Mary Blum, his wife of the Town of Irvington in the County of Essex and State of New Jersey party of the first part.

AND Ernest Blum of the Town of Irvington in the County of Essex and State of New Jersey party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of one dollar and other valuable consideration lawful money of the United States of America, to them in hand well and truly paid by the said party of the second

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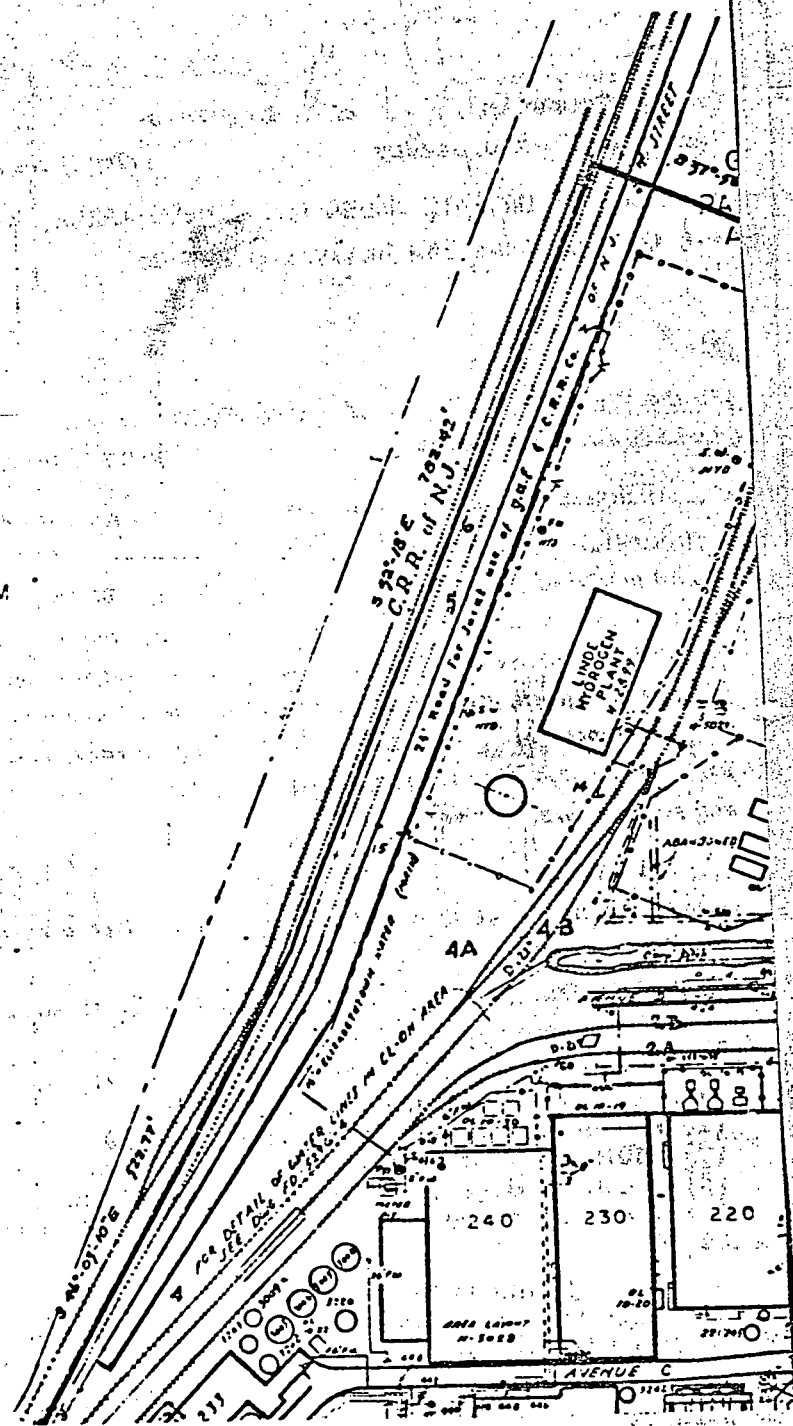
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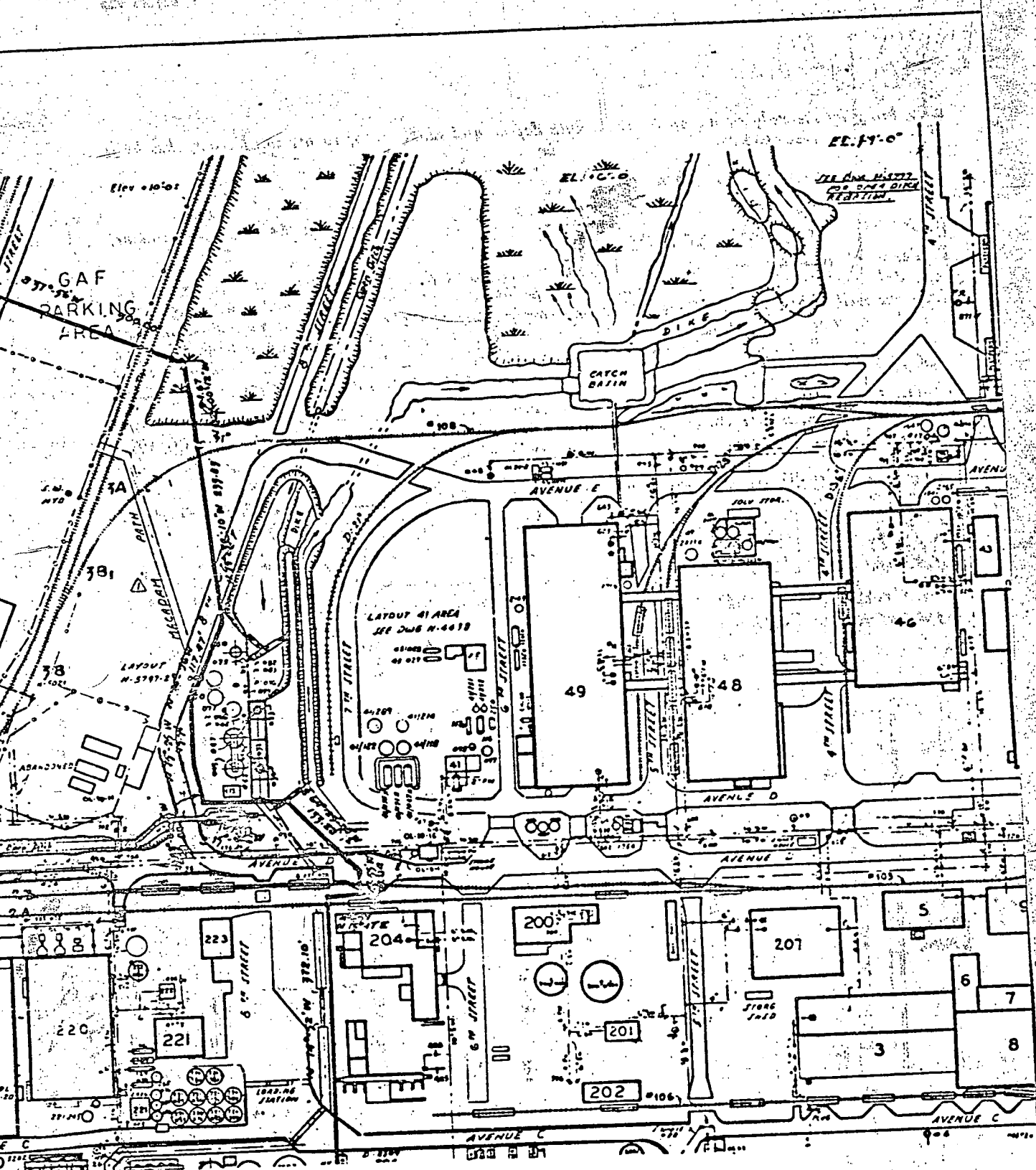
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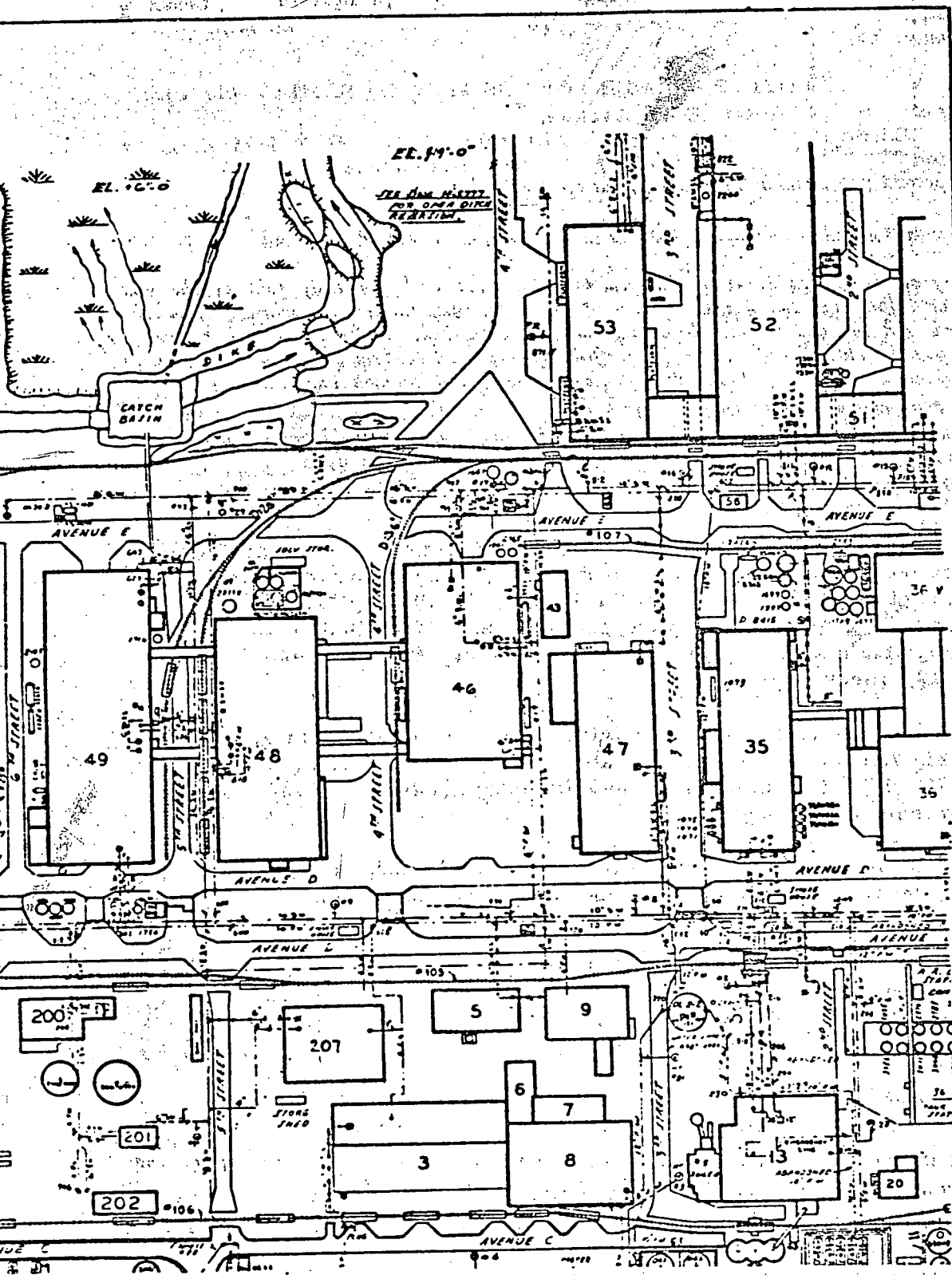
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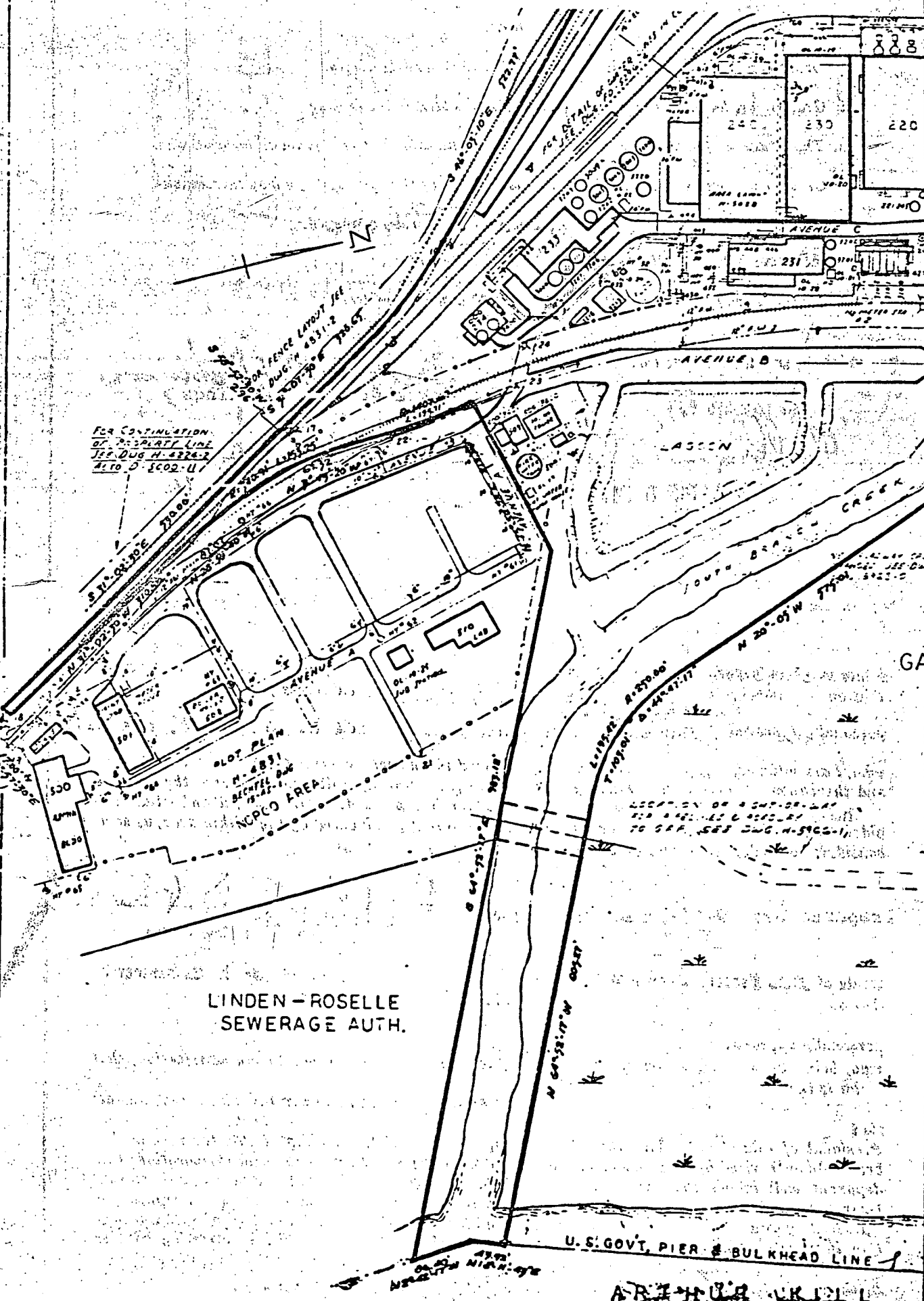
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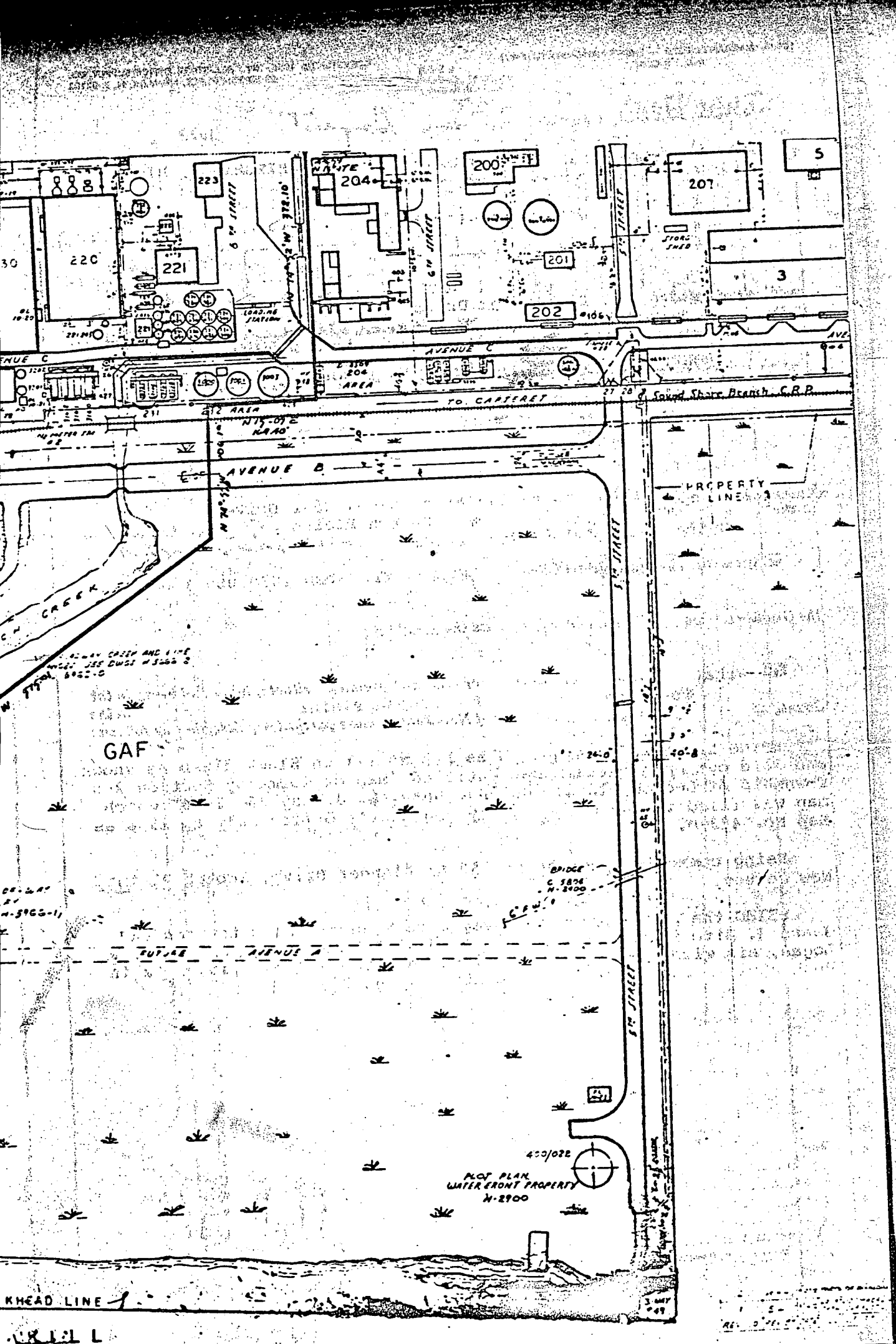
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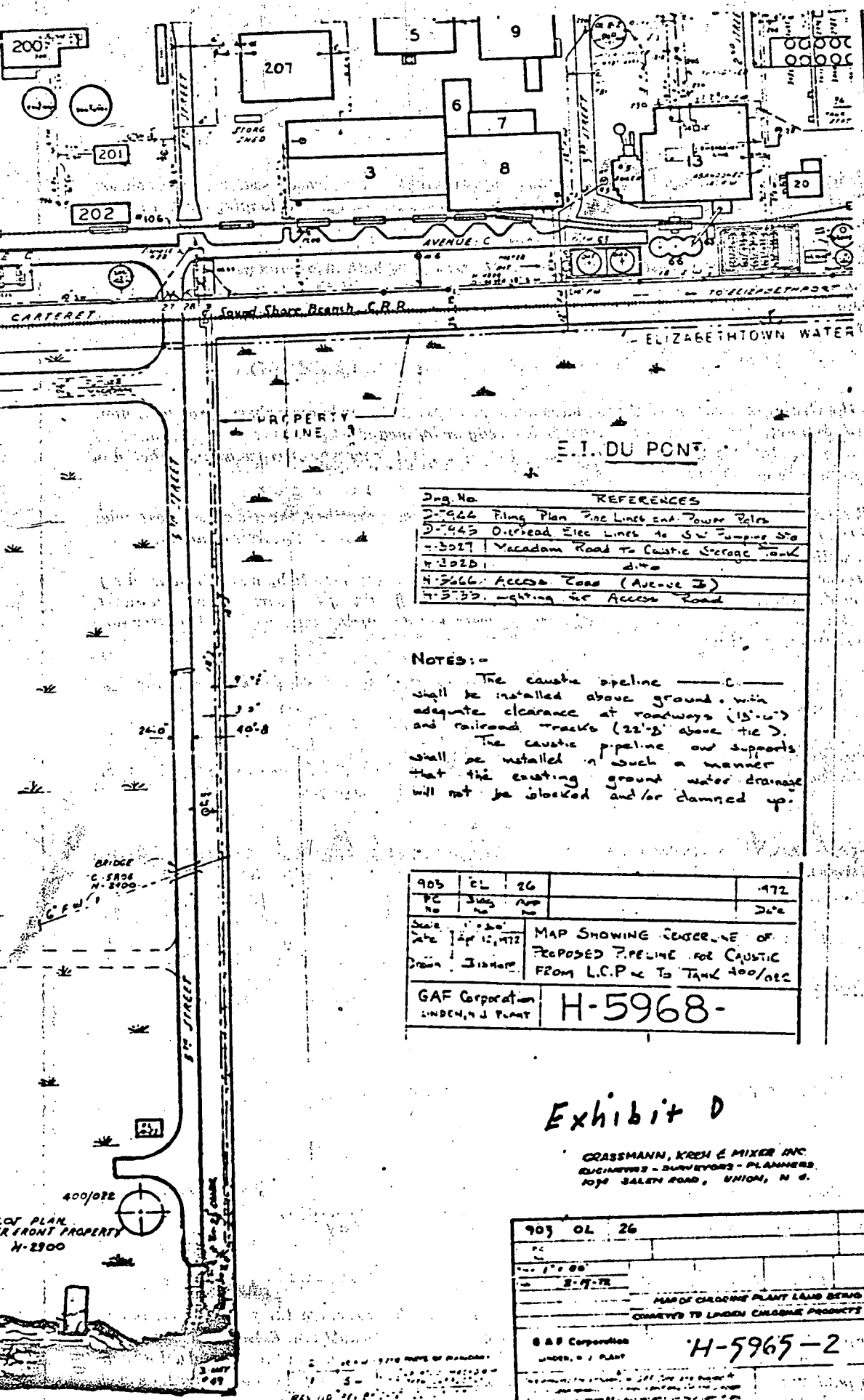
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BK2954PC 309



BK2954PC 310



Deed

39372

1972

BARGAIN AND SALE DEED
(Covenants against Grantor)

RECORDED
IN BOOK 2995 PG. 302
JUL 25 1972
213/213

THIS DEED, made this 24th day of August, 1972,

between GAF CORPORATION, a Delaware corporation, with an office at 140 West 51st Street, New York, New York 10020,

hereinafter called "GRANTOR", and LINDEN CHLORINE PRODUCTS,

INC., a Delaware corporation, with an office at Foot of

South Wood Avenue (P.O. Box 484) Linden, New Jersey, 07036

hereinafter called "GRANTEE";

WITNESSETH, That the said GRANTOR, for and in consideration of the sum of Five Hundred Thirty One Thousand (\$531,000) Dollars to it in hand paid by the GRANTEE, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth grant and convey unto the said GRANTEE, and to its successors and assigns forever, all those certain tracts or parcels of land and premises situate in the City of Linden in the County of Union, and State of New Jersey, described in Exhibit A attached hereto and forming part hereof and which are hereinafter sometimes referred to collectively as the "Premises."

TOGETHER and with all and singular the buildings, improvements, ways, waters, profits, rights, privileges and advantages with the appurtenances to the same belonging or in any wise appertaining;

COUNTY OF UNION	
CONSIDERATION	<u>531,000.-</u>
REALTY TRANSFER FEE	<u>531.-</u>
DATE	<u>8-25-72 BY</u> <u>HT</u>

BR 2954PG 273

SEE
2995 PG. 302

ALSO all the estate, right, title, interest, property, claim and demand, whatsoever, of the GRANTOR of, in and to the same and of, in and to every part and parcel thereof which is hereby conveyed to the GRANTEE.

SUBJECT TO THE FOLLOWING:

1. Facts disclosed by survey by Grassmann, Kreh & Mixer, dated February 15, 1972, latest revision dated June 14, 1972.
2. Matters set forth in Exhibit B attached hereto and forming part hereof.
3. Rights or estate, if any, of the United States of America in and to that portion of the property lying waterward of the high water mark of Arthur Kill. Rights or estate, if any, of the State of New Jersey in lands and creeks lying below the original mean high water mark or to that portion of the property deemed to be meadowlands heretofore flowed by tide.

TO HAVE AND TO HOLD, all and singular, the abovementioned and described premises, together with the appurtenances, unto the said GRANTEE, its successors and assigns forever, subject as aforesaid.

AND the said GRANTOR covenants with the said GRANTEE, its successors and assigns that it has not made, done, committed,

DX2954PC 274

executed or suffered any act or acts, thing or things whatsoever,
whereby or by means whereof the above mentioned and described
premises, or any part or parcel thereof, now are, or at any time
hereafter shall or may be impeached, charged or encumbered, in
any manner or way whatsoever, except and subject as aforesaid.

IN WITNESS WHEREOF, the GRANTOR has hereunto
caused its corporate seal to be affixed and these presents to be
signed by its duly authorized officers the day and year first above
written.

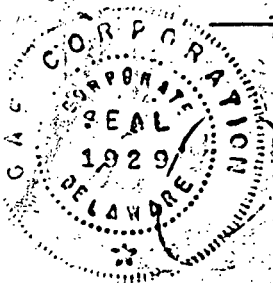
GAF CORPORATION

By


T. A. Dent
Vice President

ATTEST:


Secretary



BK 2954 PC 275

1972
6/14/72

EXHIBIT A

Description of Property to be Conveyed
to Linden Chlorine Products, Inc.
by GAF Corporation
City of Linden, Union County, New Jersey

BEGINNING at the terminus of the Second Course of the
Second Tract in a deed from Central Railroad Company of New Jersey
to General Aniline & Film Corporation dated January 19, 1967, and
recorded on January 20, 1967 in Deed Book 2794 on Page 745 in the
Union County Register's Office; Thence

(1) North $58^{\circ}-57'-30''$ East, seventeen feet (17.00) to a point;
Thence (2) North $31^{\circ}-02'-30''$ West, three hundred ten feet and fifty
eight one-hundredths of a foot (310.58) to a point;
Thence (3) North $28^{\circ}-58'-40''$ West, eighty seven feet and seven one-
hundredths of a foot (87.07) to a point of curve;
Thence (4) Curving to the right along a curve having a Radius of three
hundred forty feet and ninety one one-hundredths of a foot
(340.91) an arc distance of one hundred fifty three feet and
twenty five one-hundredths of a foot (153.25) to a point of
tangency;
Thence (5) North $3^{\circ}-13'-20''$ West, sixty nine feet and thirty two one-
hundredths of a foot (69.32) to a point;

BK 2954PC 276

Thence (6) Curving to the right along a curve having a Radius of one thousand four hundred seven feet and sixty nine one-hundredths of a foot (1,407.69) an arc distance of one hundred ninety five feet and seventy one one-hundredths of a foot (195.71) to a point;

Thence (7) North $75^{\circ}-50'-28''$ East, two hundred nineteen feet and seventy four one-hundredths of a foot (219.74) to a point;

Thence (8) South $64^{\circ}-52'-17''$ East, nine hundred eighty three feet and twelve one-hundredths of a foot (983.12) to a point in the Pierhead and Bulkhead line of the Arthur Kill;

Thence (9) North $2^{\circ}-42'-17''$ West, along the said Pierhead and Bulkhead line of the Arthur Kill, eighty six feet and forty one-hundredths of a foot (86.40) to a point;

Thence (10) North $18^{\circ}-11'-43''$ East, continuing along the said Pierhead and Bulkhead line of the Arthur Kill, forty three feet and ninety two one-hundredths of a foot (43.92) to a point;

Thence (11) North $64^{\circ}-52'-17''$ West, six hundred five feet and twenty seven one-hundredths of a foot (605.27) to a point of curve;

Thence (12) Curving to the right along a curve having a Radius of two hundred fifty feet (250.00) an arc distance of one hundred ninety five feet and forty two one-hundredths of a foot (195.42) to a point of tangency;

BK2954PC 277

Thence (13) North $20^{\circ}-05'$ West, five hundred seventy five feet

and one one-hundredth of a foot (575.01) to a point;

Thence (14) North $74^{\circ}-55'$ West, two hundred six feet and nineteen

one-hundredths of a foot (206.19) to a point;

Thence (15) North $15^{\circ}-05'$ East, one hundred sixty four feet and

forty one-hundredths of a foot (164.40) to a point;

Thence (16) North $74^{\circ}-52'$ West, three hundred seventy two feet and

ten one-hundredths of a foot (372.10) to a point;

Thence (17) North $15^{\circ}-17'$ East, forty four feet and fifty nine one-

hundredths of a foot (44.59) to a point;

Thence (18) North $74^{\circ}-55'$ West, twenty seven feet and eighty four

one-hundredths of a foot (27.84) to a point;

Thence (19) South $64^{\circ}-23'-30''$ West, one hundred thirty three

feet and twenty eight one-hundredths of a foot (133.28)

to a point;

Thence (20) South $15^{\circ}-46'$ West, one hundred three feet (103.00)

to a point;

Thence (21) North $87^{\circ}-03'-11''$ West, forty one feet and eighty nine

one-hundredths of a foot (41.89) to a point;

Thence (22) North $75^{\circ}-25'$ West, seventy five feet and fifty four

one-hundredths of a foot (75.54) to a point;

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Thence (23) North $54^{\circ}-56'$ West, one hundred seventeen feet and
forty seven one-hundredths of a foot (117.47) to a point;

Thence (24) North $79^{\circ}-38'-10''$ West, two hundred thirty three feet
and eighty three one hundredths of a foot (233.83) to a point;

Thence (25) North $82^{\circ}-00'-12''$ West, ninety four feet and sixty seven
one-hundredths of a foot (94.67) to a point;

Thence (26) South $37^{\circ}-56'$ West, three hundred feet (300.00) to a
point in the Sixth Course of the First Tract in the recorded
deed mentioned hereinbefore;

Thence (27) South $52^{\circ}-18'$ East, along part of said Sixth Course in
the recorded deed mentioned hereinbefore, seven hundred
eighty two feet and forty two one-hundredths of a foot (782.42)
to a point;

Thence (28) South $46^{\circ}-03'-10''$ East, along the Seventh Course in the
recorded deed mentioned hereinbefore, five hundred twenty
two feet and seventy seven one-hundredths of a foot (522.77)
to a point;

Thence (29) South $31^{\circ}-07'-30''$ East, three hundred twenty feet and
sixty five one-hundredths of a foot (320.65) to a point;

Thence (30) South $58^{\circ}-52'-30''$ West, two feet and ninety six one-
hundredths of a foot (2.96) to a point;

Thence (31) South $31^{\circ}-02'-30''$ East, five hundred thirty feet (530.00)
to the point and place of BEGINNING.

BK. 2954 PG 279

8/16/72

EXHIBIT B

Reservation by Central Railroad of New Jersey of the right of ingress and egress in common with GAF Corporation and others, over a 24 foot wide driveway, in Deed Book 2356, Page 634, in Union County. Union Carbide and Carbon Corporation (Linde Division) has been granted a right to use said driveway.

Grant of easement to Elizabethtown Water Company, in Deed Book 2739, Page 990, and in Deed Book 2917, Page 226, in Union County, New Jersey.

Grant of easement to Elizabethtown Consolidated Gas Company in Deed Book 2608, Page 138, and in Deed Book 2611, Page 213, in Union County, New Jersey.

Grant of right of way and easement to City of Linden, in Deed Book 533, Page 233, Deed Book 533, Page 589, Deed Book 588, Page 499, and relocated in Deed Book 2681, Page 225, Deed Book 2924, Page 209, and Deed Book 2946, Page 162, in Union County, New Jersey.

Sidetrack agreements and the operating agreement between The Central Railroad Company of New Jersey and General Aniline & Film Corporation, in Deed Book 2795, Page 925.

The parties understand that sidetrack agreements and operating agreement or agreements are being prepared by The Railroad Company to cover railroad tracks on respective lands of parties.

Grant to Linden Roselle Sewerage Authority in Deed

Book 1898, Page 168, in Union County, New Jersey.

Grants of rights of way to Elizabethtown Water Company for 12 inch water line along and east of former Sound Shore Railroad Company. (Not recorded.)

Grant to Union Carbide and Chemical Company of a right of way for a nitrogen pipeline, dated November 3, 1967, recorded January 2, 1968, in Deed Book 2821, Page 929.

Railroad License Agreement and Road Agreement in Deed Book 1847, Page 79, in Union County, New Jersey.

Rights granted to the Linden Roselle Sewerage Authority for a 24 inch force main and 30 inch storm sewer.

Agreements, dated January 17, 1956, April 6, 1970 and January 27, 1971, with Public Service Company of New Jersey relating to certain encroachments and for rights to install electric lines and to install road lighting on poles along the road and in the area of the substation.

BK2954PC 281

Lease agreement with Union Carbide & Carbon Corporation
dated March 22, 1957 as amended and grant of easement rights to
Union Carbide & Carbon Corporation for hydrogen, steam, brackish
water, fresh water pipelines and sewer lines. (Not recorded.)

The rights, easements and rights of way granted pursuant
to the Agreement of June 16, 1972 between the parties and to be
executed at the Closing.

Easement Agreement with Central Railroad of New Jersey
in Deed Book 2771, Page 858, in Union County.

Easement Agreement with Sinclair Refining Company in
Deed Book 2802, Page 542, in Union County.

Assignment Agreement in Deed Book 2802, Page 839, in
Union County.

Pipeline Easement in Deed Book 2821, Page 929, in Union
County.

Grant to Elizabethtown Gas Company in Deed Book 2909,
Page 697, in Union County.

BK2954PC 282

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 24th day of August,
Nineteen hundred and seventy-two before me the subscriber, a
Notary Public for said County and State, personally appeared
T. A. DENT, who being by me duly sworn on his oath, says that he
is a VICE PRESIDENT of GAF CORPORATION, the Grantor named
in the foregoing instrument; that he well knows the corporate seal
of said corporation; that the seal affixed to said instrument is the
corporate seal of said corporation; that the foregoing instrument was
signed and delivered by T. A. DENT who was at the date thereof a
VICE PRESIDENT of said corporation, in the presence of this deponent,
and said VICE PRESIDENT, at the same time acknowledged that he
signed, sealed and delivered the same as his voluntary act and deed,
and as the voluntary act and deed of said corporation, by virtue of
authority from its Board of Directors, and that deponent, at the same
time, subscribed his name to said instrument as an attesting witness
to the execution thereof, and that the full and actual consideration
paid or to be paid for the transfer of title to realty evidenced by the
within deed, as such consideration as defined in P. L. 1968, c. 49,
1 (c) is \$581,000.

SWORN AND SUBSCRIBED BEFORE ME
AT NEW YORK, NEW YORK THE DATE
AFORESAID.

Violet R. Roncace
Notary Public

VIOLET R. RONCACE
NOTARY PUBLIC, State of New York
No. 03-86328-0
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1976

This instrument prepared by
Edward S. Menapace, 140 West 51 Street,
New York, New York 10020



BK2954PC 283

END OF DOCUMENT

TO HAVE AND TO HOLD the same unto the said Plainfield Savings Bank, its successors and assigns, to its and their only proper use, benefit and behoof forever, in as full, ample and beneficial a manner as by virtue of the said writ of Fieri Facias, I may, can, or ought to convey the same.

And I, the said Lee S. Rigby, for myself, my heirs, executors and administrators, do hereby covenant, promise and agree to with the said Plainfield Savings Bank, its successors and assigns, that I have not, as such Sheriff aforesaid, done or caused, suffered or procured to be done, any act, matter or thing whereby the estate hereby intended to be conveyed in and to the said lot of land and premises, with the appurtenances, is, may, or can be changed, charged, encumbered or defeated in any way whatever.

IN WITNESS WHEREOF, I, the said Lee S. Rigby, as such Sheriff aforesaid, have hereunto set my hand and seal this 27th day of April, in the year of our Lord one thousand nine hundred and thirty-six.

Signed, sealed and delivered :
in the presence of
Edward Cohn.

Lee S. Rigby. (L.S.)
Sheriff.

Rev. Stamps \$.50: attached and cancelled.

NEW JERSEY, UNION COUNTY, ss.

On this 11th day of May, in the year of our Lord, one thousand nine hundred and thirty-six, before me, the subscriber, a Master in Chancery of said State, personally appeared Lee S. Rigby, Sheriff of the County of Union, aforesaid, who is, I am satisfied, the grantor in the within indenture named, and I having first made known to him the contents thereof he did thereupon acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, for the use and purposes therein expressed.

Edward Cohn.

A Master in Chancery of New Jersey.

I, Lee S. Rigby, Sheriff of the County of Union, State of New Jersey, do solemnly swear that the land and real estate described in this deed, made by me to Plainfield Savings Bank, was by me sold by virtue of a good and subsisting execution, as is therein recited, that the money ordered to be made has not been, to my knowledge or belief, paid, or satisfied, that the time and place of the sale of said land and real estate was by me duly advertised as required by law, and that the same was cried off and sold to a bona fide purchaser for the best price that could be obtained.

Lee S. Rigby.

Sworn before me, one of the Masters in Chancery of New Jersey, on this 11th day of May, in the year of our Lord, nineteen hundred and thirty-six. And I do certify that I have examined the above deed mentioned, and do approve the same and order it to be recorded as a good and sufficient conveyance of the lands and real estate therein described.

Edward Cohn.

Master in Chancery of New Jersey.

Rec'd Nov. 21, 1936.

At 9:32 A.M.

#18725.

Recorded at request of Asa F. Randolph.

The Grasselli Chemical Co.

to

E.I. duPont de Nemours and Co.

THIS INDENTURE, made the 31st day of October, in the year one thousand nine hundred and thirty six, BETWEEN The Grasselli Chemical Company, a corporation of the

State of Delaware, having its principal office in the City of Cleveland, in the County of Cuyahoga and State of Ohio, and duly licensed to do business in the State of New Jersey, of the first part, AND E.I. duPont de Nemours and Company, a Delaware corporation, having its principal office in the City of Wilmington, in the County of New Castle and State of Delaware, and duly licensed to do business in the State of New Jersey, of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of ten dollars (\$10.00) lawful money of the United States of America, well and truly paid by the said party of the second part, at and before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does grant bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second

10-31-36

part, and to its successors and assigns, forever, all those tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the City of Linden, in the County of Union and State of New Jersey, to wit:

Tract No. 1;

Beginning at a point being the intersection of the southeasterly line of 24th Street with the southwesterly line of Wood Avenue and thence running along the southwesterly line of Wood Avenue, South thirty six (36) degrees thirty six (36) minutes East, thirteen hundred and forty two and eighty four hundredths (1342.84) feet, more or less to the line of lands now or formerly in the possession of the Board of Education of Linden Township; thence running along the line of said lands South fifty three (53) degrees twenty four (24) minutes West six hundred and seventy one and twenty-one hundredths (671.21) feet, more or less, to the northerly line of the Tremley Point Road; thence running along the northerly line of Tremley Point Road, North seventy two (72) degrees and thirty nine (39) minutes West seven hundred and four and thirty-three hundredths (704.33) feet, more or less, to the intersection of the northerly line of the Tremley Point Road with the easterly line of the Old Rahway Road; thence running along the easterly line of the Old Rahway Road north no (0) degrees and twenty one (21) minutes West nine hundred fifty seven and fifteen hundredths (957.15) feet to the intersection of the easterly line of the Old Rahway Road with the southeasterly line of 24th Street; thence running along the southeasterly line of 24th Street North fifty three (53) degrees and twenty four (24) minutes East five hundred twenty and fifteen hundredths feet (520.15) to the place of beginning; containing twenty five and seven hundred and eighty three thousandths (25.783) acres, more or less.

EXCEPTING THEREFROM all that part of said premises described as follows: ALL that certain tract, lot or parcel of land and premises situate, lying and being in the City of Linden, County of Union, New Jersey, described as follows:

BEGINNING at a point on the westerly line of Wood Avenue which is ninety-one feet and five one-tenths of a foot south from the corner formed by the intersection of said line of Wood Avenue with the southerly line of Twenty Ninth Street and which said point is also in line of lands now or formerly in possession of the Board of Education of Linden Township; thence running along the line of said lands south fifty three degrees twenty four minutes west six hundred seventy-one and twenty-one one-hundredths of a foot to the northerly line of Tremley Point Road; thence along said line of Tremley Point Road north seventy two degrees thirty five minutes west 298.44 feet to a point in said line of Tremley Road which would be intersected by a line drawn parallel to Twenty Ninth Street in a westerly direction from the westerly line of Wood Avenue from a point in said line of Wood Avenue which is one hundred (100) feet north of the northerly line of Twenty-Ninth Street; thence running easterly and parallel to the northerly line of Twenty Ninth Street eight hundred forty six and fifty six one-hundredths feet more or less to a point in the aforesaid line of Wood Avenue which is one hundred (100) feet north of the northerly line of Twenty-Ninth Street; thence south thirty six degrees thirty-six minutes East along said line of Wood Avenue two hundred and forty-one feet and five one-tenths of a foot to the point and place of BEGINNING. Tract No. 1 was conveyed to the party of the first part herein by deed of Frank R. Emmons, Sheriff of the County of Union, State of New Jersey, bearing date April 11, 1932, and recorded in the Union County Register's Office, Elizabeth, New Jersey, in Book 1251 of Deeds for said County, page 349 etc.

Tract No. 2: (Grasselli Park)

Beginning at a point in the southerly line of Tremley Point Road, at a corner of lands now or formerly of The John Fedor Realty Company, and thence running (1) along the line of lands of the said John Fedor Realty Company, and along line of lands now or formerly of the East Linden Development Company, South thirty (30) degrees fifty-two (52) minutes West 1291.90 feet to the center line of Marsh's Creek; thence running (2) along and up the center line of said Marsh's Creek, it being also the division line between lands herein described and lands now or formerly of the Estate of Sanford Roll, in a general northwesterly direction, 765 feet, more or less, to an old line of fence; thence running (3) along an old line of fence, and along line of lands now or formerly of the Estate of Sanford Roll, South 16 degrees, thirty three (33) minutes West 6.07 feet, to a line of fence; thence running (4) still along the line of lands now or formerly of the Estate of Sanford Roll, North forty-seven (47) degrees, twenty (20) minutes west 528.70 feet to the easterly line of the Lower Road to Rahway; thence running (5) along the easterly line of the Lower Road to Rahway, North ten (10) degrees, fifty-five (55) minutes East 351.45 feet to a point; thence running (6) still along the easterly line of the Lower Road to Rahway, North seven (7) degrees twenty eight (28) minutes east 425.97 feet to the southerly line of the Tremley Point Road; thence running (7) along the southerly line of Tremley Point Road, South seventy two (72) degrees thirty five (35) minutes East 738.36 feet to a point; thence running (8) still along the southerly line of the Tremley Point Road, South seventy one degrees, 24 minutes East 249.46 feet to a point; thence running (9) still along the southerly line of the Tremley Point Road, South seventy (70) degrees twenty five (25) minutes East, 291.02 feet to

a point; thence running (10) still along the southerly line of the Tremley Point Road, South sixty four (64) degrees twentyfour (24) minutes east 80.20 feet to the place of beginning, containing 26.790 acres of land.

EXCEPTING THEREFROM, however, the following described parcels designated Exception No.1, No.2, No.3, and No.4:

Exception No.1: Beginning at a point in the easterly line of the Lower Road to Rahway, distant southerly along the same 379.32 feet from the intersection of the easterly line of the Lower Road to Rahway with the southerly line of the Tremley Point Road; and from said beginning point thence running (1) along the easterly line of the Lower Road to Rahway South seven (7) degrees twenty eight (28) minutes West 46.65 feet to a point; thence running (2) still along the easterly line of the Lower Road to Rahway, South ten (10) degrees fifty-five (55) minutes West 53.35 feet to a point, which point is distant northerly along the easterly line of the said Lower Road to Rahway 298.10 feet from the northerly corner of lands now or formerly of the Estate of Sanford Roll; thence running (3) South eighty (80) degrees forty seven (47) minutes East 103.21 feet to a point; thence running (4) North seven degrees twenty eight (28) minutes East 100.00 feet to a point; thence running (5) North eighty (80) degrees forty seven (47) minutes West 100.00 feet to the place of beginning, containing 0.231 acres of land, and

Exception No.2: Beginning at a point in the southerly line of the Tremley Point Road, distant easterly along the same, 710.81 feet from the intersection of the southerly line of the Tremley Point Road with the easterly line of the Lower Road to Rahway; and from said beginning point thence running (1) along the southerly line of the Tremley Point Road south seventy two (72) degrees thirty-five minutes East 27.55 feet to a point; thence running (2) still along the southerly line of the Tremley Point Road, South seventy-one degrees twenty four (24) minutes East 249.46 feet to a point; thence running (3) still along the southerly line of the said Tremley Point Road South 70 degrees twenty five (25) minutes east 3.00 feet to a point, which point is distant westerly, along the southerly line of the Tremley Point Road, 368.22 feet, from the corner of lands now or formerly of the John Fedor Realty Company; thence running (4) south eighteen (18) degrees, thirty six (36) minutes West 189.95 feet to a point; thence running (5) North seventy one (71) degrees twentyfour (24) minutes West 280.00 feet to a point; thence running (6) North eighteen (18) degrees, thirty-six (36) minutes East 189.43 feet to the place of beginning, containing 1.220 acres of land, and

Exception No.3: (Land for Streets and Avenues)

All those certain parcels of land conveyed by The Grasselli Chemical Company, an Ohio corporation, to the Township (now City) of Linden, comprising 4.932 acres, more or less, by deed dated September 30, 1918, and recorded in the Register's Office of Union County, New Jersey, in Book 740 of Deeds for said County, on page 238, to which deed reference is hereby made for a more complete description.

Exception No.4: (Grasselli Park Lots Sold)

All those certain lots or parcels of land known as Lots Nos. 3, 4, 6 and 8 in Block #1; Lots Nos. 6, 22, 25 and 26 in Block #2; Lots Nos. 32 and 36 in Block #3; Lots Nos. 9 and 10 in Block #5; Lots Nos. 2, 3, 6, 9, 12, 13 and 18 in Block #6; Lots Nos. 1, 10, 12, and 13 in Block #7, all in Grasselli Park, a subdivision of the City of Linden, as shown on Map #2611-7, as recorded in the County Recorder's Office of Union County under #67-D, on the 8th day of May, 1924, and containing 1.95 acres, but not including in this exception, but hereby granting and conveying to the Grantee herein the rights reserved in the various deeds by which said lots were conveyed.

The whole tract herein described as Tract No. 2 exclusive of the four exceptions herein described, containing 19.707 acres, more or less, and being part of the premises conveyed by William H. Roll and Cassie Roll to The Grasselli Chemical Company, an Ohio corporation, by that certain deed dated July 31, 1918, recorded in the Register's Office in the County of Union, New Jersey, in Book #732 of Deeds, pages 133, etc.

Tract No.3: (Tenements)

Beginning at a point on the Southeasterly line of Wood Avenue, as same is now located, on the division line between the lands of the grantor hereby to be conveyed and lands now or formerly of the Tremley Point Corporation, and extending thence South 34° 38' West 361.86 feet more or less to a point, corner to lands of The Holland Company; thence along the Northerly line of lands of The Holland Company North 59° 44' West 289 feet to the Easterly right of way of the New Jersey Short Line Railroad; thence in a Northerly direction along said railroad right of way upon a curve to the right, having a radius of 5664 feet, 32.10 feet to the point of tangent; thence in a Northerly direction still along said right of way 192.0 feet to a point; thence North 34° 32' East 238.90 feet to the Southeasterly line of Wood Avenue; thence Easterly along said Southeasterly line to a bend in same; thence still along said Southeasterly line South 39° 30' East 172.55 feet to the point of beginning, containing 2.92 acres more or less, being a part of the same tract or parcel conveyed to The Standard Chemical Company by William S. Roll by deed dated November 28, 1881 and conveyed by The Standard

Chemical Company to The Grasselli Chemical Company, an Ohio corporation, by deed dated February 11, 1905, and recorded in the Union County Registry of Deeds in Book 446, page 147.

Tract No. 4:

Beginning at a point situated in the southwesterly side line of the Old Tremley Point Road, now known as Wood Avenue, at the northerly corner of lands herein conveyed as Tract No. 3, and from said beginning point thence running (1) south thirty-four (34) degrees four (4) minutes west two hundred and thirty-eight and nine tenths feet (238.9') to a point; - said point being distant southeasterly fifty feet (50') from the located center line of the present or former New Jersey Short Line Railroad; thence running (2) parallel with and distant therefrom fifty (50) feet southeasterly from said located center line North twenty-eight (28) degrees fifty (50) minutes East two hundred and forty four and six-tenths (244.6) feet to a point in the side line of the old Tremley Point Road; thence running (3) along the Old Tremley Point Road South fortythree (43) degrees fifty nine (59) minutes East twenty two and sixty five one-hundredths (22.65) feet to the place of beginning, containing sixty-two one-thousandths (.062) acres.

The said tract is in accordance with a survey made by J.L. Bauer, C.E., Elizabeth, N.J. August 14, 1916, being part of the same premises conveyed to The Grasselli Chemical Company, an Ohio corporation, by John Fedor Realty Co. Inc., by that certain deed dated July 1, 1918, recorded in the Register's Office of Union County, New Jersey in Book 730 of Deeds, pages 135, etc.

Tract No. 5: (Plant Property)

All those certain parcels of land situate, lying and being in the City of Linden, County of Union, and State of New Jersey, which are bounded on the North by lands now or formerly of The Standard Oil Company and the Security Land and Improvement Company and by Morse's Creek; on the East by Staten Island Sound, on the South by lands now or formerly of the Tremley Point Corporation and the Central Railroad of New Jersey; on the West by the right of way of the Perth Amboy and Elizabethport Railroad and lands now or formerly of the Security Land & Improvement Company and the Central Railroad of New Jersey (more fully shown on Map 2157-11 hereto attached and made a part hereof);

Excepting, however, those certain parcels of land which were conveyed by The Grasselli Chemical Company, an Ohio corporation, to the Grasselli Dyestuff Corporation by those certain two deeds each dated October 20, 1928, and described therein as follows and designated Excepted Parcel 1, 2, 3 and 4:

Excepted Parcel 1: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 feet in width), and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands of The Grasselli Chemical Company and lands of the Central Railroad of New Jersey, thence running (1) Along said Westerly right of way line of the Sound Shore Railroad, on a curve curving toward the northeast, with a radius of 1457.69 feet a distance of 309.50 feet to a point; thence running (2) N. 52° 18' W. 57.20 feet to a point; thence running (3) Parallel with the straight tangent of the Sound Shore Railroad, and 50 feet distant westerly at right angles from the Westerly right of way line thereof, N. 15° 05' E. 1908.50 feet to a point; thence running (4) Along line of other lands of The Grasselli Chemical Company, N. 9° 55' W. 240.00 feet to a point; thence running (5) Still along line of lands of The Grasselli Chemical Company N. 35° 00' W. 128.53 feet to a point, distant at right angles 250.00 feet from the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width); thence running (6) Still along line of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad N. 74° 55' W. 575.00 feet to a point; thence running (7) Still along line of lands of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 325 feet to a point; thence running (8) Still along line of lands of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad, N. 74° 55' W. 800.00 feet to a point; thence running (9) Still along line of lands of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 1227.50 feet to a point distant northerly at right angles 146.00 feet from the northerly line of lands of the Central Railroad of New Jersey; thence running (10) Still along line of lands of The Grasselli Chemical Company, and parallel with the northerly line of lands of the Central Railroad Company of New Jersey and distant northerly at right angles 146.00 feet therefrom, S. 52° 18' E. 1456.95 feet to a point of curve; thence running (11) Still along line of lands of The Grasselli Chemical Company on a curve curving toward the south with a radius of 350.00 feet, a distance of 244.65 feet to a point of tangency; thence running (12) Still along line of lands of The Grasselli Chemical Company, S. 12° 15' E. 290.20 feet to a point in the center line of the Linden Township Trunk Sewer; thence running (13) Along line of lands of the Central Railroad Company of New Jersey, and along the center line of the

said Linden Township Trunk Sewer, S.68° 45' E. 25.00 feet to the place of beginning, containing 62.127 acres.

Excepted Parcel 2: Beginning at the point of intersection of the easterly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands of The Grasselli Chemical Company and lands of the Sinclair Oil Company; thence running (1) Along line of lands of the Sinclair Oil Company, and along the center line of the Linden Township Trunk Sewer, S.68° 45' E. 203.70 feet to a point; thence running (2) Still along line of lands of the Sinclair Oil Company and parallel with the Linden Township Trunk Sewer and distant southerly (3) three feet from the center line thereof, S.64° 37' E. 1023.63 feet to a point in the U.S. Government Pierhead and Bulkhead Line; thence running (3) Along said U.S. Government Pierhead and Bulkhead line, N.2° 27' W. 86.40 feet to an angle point in same; thence running (4) Still along the U.S. Government Pierhead and Bulkhead Line, N.18° 27' E. 23.76 feet to a point; thence running (5) Along line of lands of The Grasselli Chemical Company and parallel with the second course of this description, N.64° 37' W. 984.02 feet to a point; thence running (6) Still along line of lands of The Grasselli Chemical Company and parallel with the first course of this description N.68° 45' W. 244.20 feet to a point in the aforesaid easterly right of way line of the Sound Shore Railroad; thence running (7) Along said easterly right of way line of the Sound Shore Railroad, on a curve curving toward the southeast with a radius of 1407.69 feet, a distance of 106.30 feet to the place of beginning, containing 2.811 acres.

Excepted Parcel 3: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company, an Ohio corporation, and land of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69 feet, a distance of 309.50 feet to an iron pipe, the real place of beginning; thence running (1) Along the line of lands conveyed to The Grasselli Dyestuff Corporation by The Grasselli Chemical Company, an Ohio corporation, by deed dated October 20, 1928, and described in said deed as Tract #1 (and herein as Excepted Parcel 1) North 52° 18' West 57.20 feet to an iron pipe; thence running (2) Still along the line of said Tract #1 (Excepted Parcel 1) North 15° 5' East 1908.50 feet to an iron pipe; thence running (3) South 74° 55' East 50 feet to an iron pipe in the westerly right of way line of the Sound Shore Railroad; thence running (4) Along the westerly right of way line of the Sound Shore Railroad South 15° 5' West 1840.54 feet to an iron pipe, the beginning of a curve to the Southwest; thence running (5) Still along the westerly right of way line of the Sound Shore Railroad upon a curve to the Southwest having a radius of 1457.69 feet, 90 feet to the point of beginning, containing 2.204 acres, more or less.

Excepted Parcel 4: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company, an Ohio corporation, and lands of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69 feet, a distance of 309.50 feet to an iron pipe; thence still along the westerly right of way line of the Sound Shore Railroad and still upon said curve 90 feet to a point; thence North 15° 5' East 1840.54 feet to an iron pipe in said right of way line; thence leaving said right of way line North 74° 55' West 50 feet to an iron pipe; thence North 15° 5' East 300 feet to a point; thence North 74° 55' West 775 feet to a point in the line of lands conveyed to the Grasselli Dyestuff Corporation by The Grasselli Chemical Company, an Ohio corporation, by deed dated October 20, 1928, and described in said deed as Tract #1 (Excepted Parcel 1) the real place of beginning; thence running (1) North 74° 55' West 257.40 feet to an iron pipe; thence running (2) North 88° 11' 30" West 1691.40 feet to an iron pipe; thence running (3) South 50° 45' West 541.57 feet to an iron pipe, the beginning of a curve to the left having a radius of 100 feet; thence running (4) Along said curve 179.86 feet to an iron pipe; thence running (5) South 52° 18' East 1491.17 feet to an iron pipe, corner to lands conveyed in said Tract #1 (Excepted Parcel 1); thence running with the line of lands conveyed in said Tract #1 (Excepted Parcel 1) North 15° 5' East 1227.50 feet to an iron pipe; thence running (6) Still along the line of lands conveyed in said Tract #1 (Excepted Parcel 1) South 74° 55' East 800.00 feet to an iron pipe; thence running (7) Still along the line of lands conveyed in said Tract #1 (Excepted Parcel 1) North 15° 5' East 325.00 feet to the point of beginning, containing 35.200 acres.

In said two deeds from The Grasselli Chemical Company, an Ohio corporation, to Grasselli Dyestuff Corporation, there was excepted and reserved from the four tracts thereby conveyed and herein excepted the permanent right to use all the pres-

ent and future main tracks through Roadway G, which roadway is shown on Sketch No. 102028 attached hereto and made a part hereof, for the purpose of ingress, regress and egress thereover, to and from the property formerly of The Grasselli Chemical Company, an Ohio corporation, and hereby (and as Tract No. 5 hereof) conveyed. The said permanent right is not included as a part of any of the said four parcels excepted from Tract No. 5; and the party of the first part has given, granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, convey and confirm unto the said party of the second part, and unto its successors and assigns forever, the said permanent right so excepted and reserved in each of said two deeds from The Grasselli Chemical Company, an Ohio corporation, to Grasselli Dyestuff Corporation dated October 20, 1928, which said permanent right is the permanent right to use as aforesaid all the present and future main tracks through Roadway G, which roadway is shown on Sketch No. 102028 attached hereto and made a part hereof, for the purpose of ingress, regress and egress thereover, to and from the property herein conveyed as Tract No. 5.

The premises hereinbefore described as being conveyed hereby are conveyed to the party of the second part herein, together with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part and parcel thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in or to the above described premises, and to every part and parcel thereof, and of, in or to any and all real estate owned by the said party of the first part or to which it is entitled, located in the County of Union in the State of New Jersey, with the appurtenances.

TO HAVE AND TO HOLD the above-described pieces or parcels of land and premises, with all and singular the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

AND the said party of the first part, its successors and assigns, does by these presents covenant, grant, and agree to and with the party of the second part, its successors and assigns, that it, the said party of the first part, its successors and assigns, all and singular the hereditaments and premises, hereinabove described and granted, or mentioned and intended so to be, with the appurtenances unto the said party of the second part, its successors and assigns, against the said party of the first part, its successors and assigns, and against all and every other person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, shall and will warrant and forever defend.

IN WITNESS WHEREOF, the said party of the first part, has caused its corporate seal to be hereto affixed, and attested by its Secretary, and these presents to be signed by its President, the day and year first above written.

Signed, sealed and delivered
in the presence of

The Grasselli Chemical Company,
By: E.W. Furst,
President.

M.J. Collins
E. Clifford
Attest

(Seal) The Grasselli Chemical Company, Corporate Seal
Founded 1899, Delaware

O.M. Hook,
Secretary.

STATE OF OHIO
COUNTY OF CUYAHOGA) SS:

BE IT REMEMBERED, that on this 31st day of October, nineteen hundred and thirty six, before me, the subscriber, A Notary Public in and for said County, personally appeared O.M. Hook and made proof to my satisfaction that he is the Secretary of The Grasselli Chemical Company, the grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by E.W. Furst, who was at the date thereof the President of said corporation, in the presence of this deponent and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn to and subscribed before me at
Cleveland, Ohio, the date aforesaid.

O.M. Hook.

M.J. Collins (Seal)
Notary Public,
Cuyahoga County, Ohio.
Commission expires February 1, 1937.

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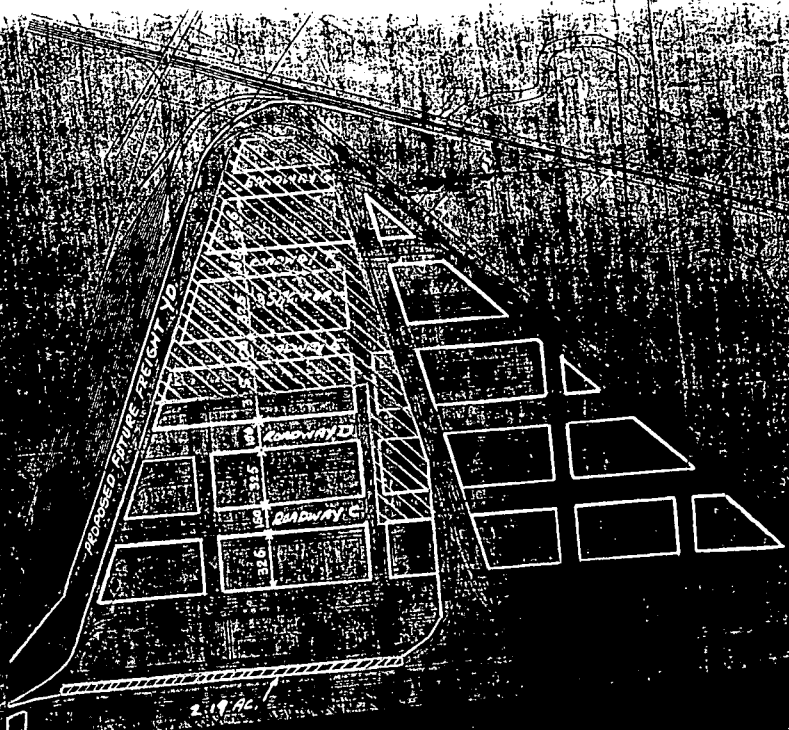
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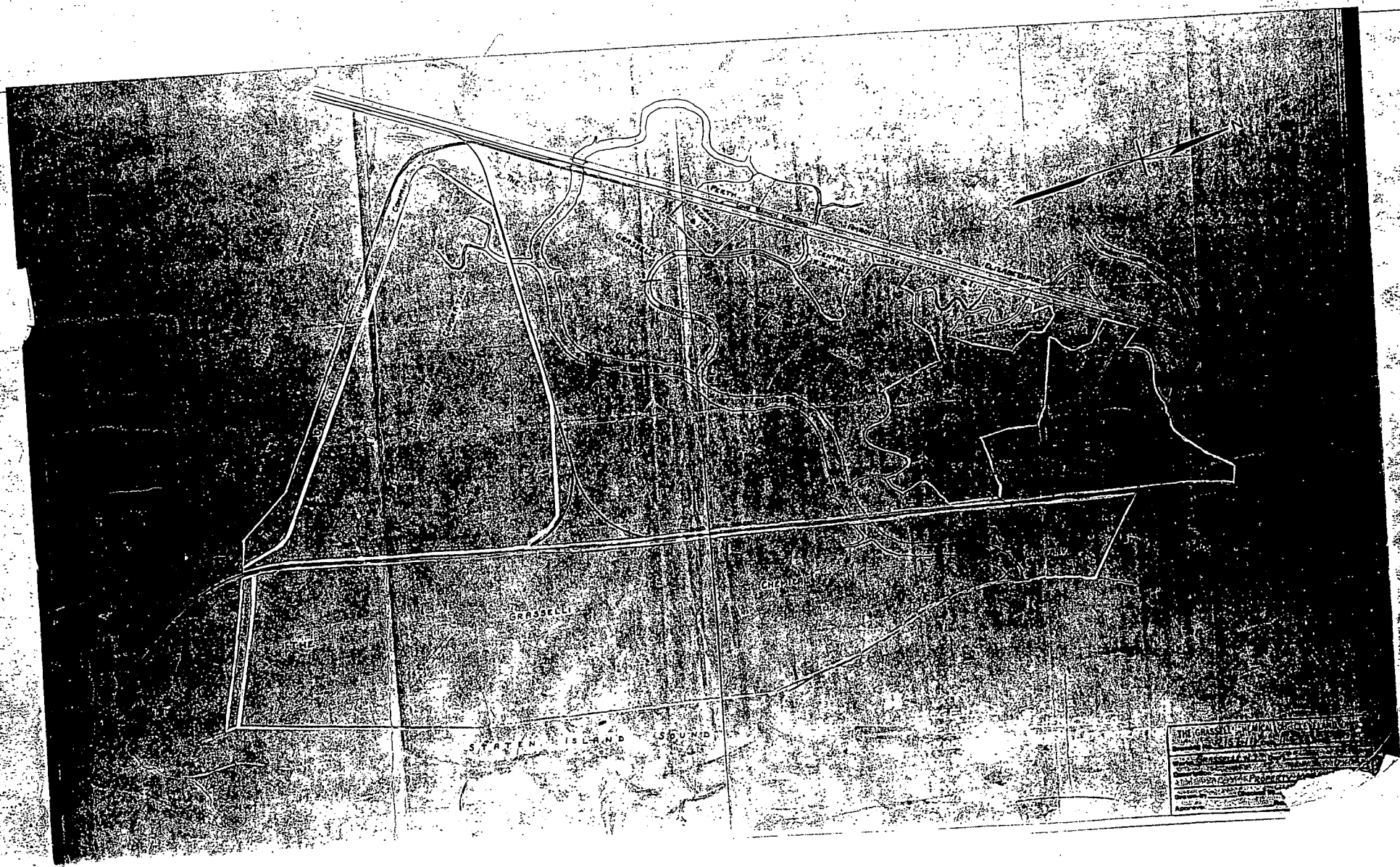
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THE STATE OF OHIO)
 CUYAHOGA COUNTY) SS:

I, John J. Busher, Clerk of the Court of Common Pleas, a Court of Record of Cuyahoga County, aforesaid, DO HEREBY CERTIFY THAT, M. J. Collins, before whom the annexed acknowledgment, oath, affidavit, was taken, was at the date thereof a NOTARY PUBLIC, in and for said County, duly authorized by the laws of Ohio to take the same, also to make acknowledgments, affidavits and proofs, of deeds or conveyances for land, tenements or hereditaments situated and lying in said State of Ohio, and further that I am well acquainted with his handwriting and believe his signature thereto is genuine, and that the annexed instrument is executed according to the laws of the State of Ohio. Commission expires Feb. 1, 1937.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at Cleveland, Ohio, this 31st day of October, A.D. 1936.
 No. K. 2325.

John J. Busher (Seal)
 Clerk.

Rec'd. Nov. 27, 1936

At 3:59 P.M. No. 18844

Recorded at request of The Grasselli Chemical Co.

Susan Nesbitt Russ, et al.

to

William Mason

THIS INDENTURE, made the 16th day of November, in the year of our Lord, one thousand nine hundred and thirty six, BETWEEN Susan Nesbitt Russ and Harold D. Russ, her husband, of the City of Elizabeth, in the County of Union and State of New Jersey, party of the first part; AND William Mason, single, of the City of Elizabeth, in the County of Union and State of New Jersey, party of the second part; WITNESSETH, that the said party of the first part, for and in consideration of one dollar and other good and valuable consideration, lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, ALL that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Elizabeth, in the County of Union and State of New Jersey.

BEGINNING at a point in the easterly line of Monroe Avenue three hundred and thirty four (334) feet north from the northeast corner of Monroe Avenue and Mary Street, thence running northerly along said line of Monroe Avenue thirty four (34) feet, thence easterly at right angles to said line of Monroe Avenue one hundred and fifty (150) feet, thence southerly parallel with said line of Monroe Avenue thirty-four (34) feet, thence at right angles to last mentioned course one hundred and fifty (150) feet to the place of BEGINNING.

Being the same premises conveyed to said Susan Nesbitt Russ, wife of Harold D. Russ, by deed of Frances Nesbitt and Samuel J. Nesbitt, her husband, dated August 15, 1919, recorded in the Registrar's Office of Union County in Book 761 of deeds for said County, on page 371, etc. On August 8, 1919.

Being the same premises heretofore conveyed by the Grantors herein to the Grantee herein by Warranty deed dated June 1st, 1936, at which time the said William Mason, single, was not of full age. The said William Mason attained his majority on the 22nd day of October, 1936, and this deed is made, executed and delivered to confirm the conveyance heretofore made to the said William Mason, single.

TOGETHER with all and singular, the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining;

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

TO HAVE AND TO HOLD, all and singular the above described land

State of New Jersey ;
County of Essex ; SS.

BE IT REMEMBERED that, on this sixth day of March, in the year of our Lord one thousand nine hundred and twenty nine, before me, the subscriber, a Master in chancery of New Jersey, personally appeared George Wiegand, and Jennette D. Wiegand, his wife, who, I am satisfied, are the grantors mentioned in the within instrument to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

AND, the said Jennette D. Wiegand, wife as aforesaid, being by me privately examined, separate and apart from her said husband, further acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, Freely, without any fear, threats or compulsion of her said husband.

Bernard Devin,

A Master in chancery of New Jersey.

Rec'd. Mar. 7, 1929,
at 10.45 A.M. #3766.

Recorded at request of Bernard Devin.

The Grasselli Chemical Company, ;
to ;
Grasselli Dyestuff Corporation, ;

THIS INDENTURE made the twentieth day of October, nineteen hundred and twenty eight, BETWEEN The Grasselli Chemical Company, a corporation, organized under the laws of the State of Ohio, party of the first part; AND Grasselli Dyestuff Corporation, a corporation organized, under the laws of the State of Delaware, party of the second part.

WITNESSETH that the said party of the first part, for and in consideration, of the sum of ten dollars (\$10.00) lawful money of the United States, of America, to it in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part, therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents, does give, grant bargain, sell, convey and confirm to the said party of the second part, and to its successors and assigns forever;

ALL those two certain tracts, of land with the buildings, and improvements thereon erected, situate, lying and being, in the Township of Linden, in the county of Union, State of New Jersey and bounded, and described, as follows;

Tract 1. BEGINNING, at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 feet in width), and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands, of The Grasselli Chemical Company and lands of the Central Railroad, of New Jersey thence running

1. Along said westerly right of way, line of the Sound Shore Railroad, on a curve, curving toward, the northeast, with a radius, of 1457.69 feet, a distance of 309.50 feet, to a point, thence running,

2. N. 52°, 18' W. 57.20 feet to a point, thence running,

3. Parallel with the straight tangent, of the Sound Shore Railroad, and 50 feet distant westerly, at right angles, from the westerly right of way line thereof, N. 15° 05' E. 1908.50 feet to a point, thence running,

4. Along line of otherlands, of The Grasselli Chemical Company, N. 9° 55' W. 240.00 feet to a point, thence running

5. Still along line of lands, of The Grasselli Chemical Company, N. 35° 00' W. 128.53 feet to a point, distant, at right angles, 250.00 feet from the westerly right of way line of the Sound Shore Railroad, (as laid out 50 feet, in width,) thence running,

6. Still, along line of lands, of The Grasselli Chemical Company, and at right angles, with the Sound Shore Railroad N. 74°, 55' W. 575.00 feet, to a point, thence running

7. Still, along, line of lands, of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 325 feet to a point, thence running

8. Still along line of lands, of The Grasselli Chemical Company, and at right angles, with the Sound Shore Railroad, N. 74°, 55', W. 800.00 feet to a point, thence running,

9, Still along line of lands, of The Grasselli Chemical Company, and parallel, with the Sound Shore Railroad, S. 15° 05', W. 1227.50 feet to a point distant northerly, at right angles, 146.00 feet, from the northerly line of lands, of the Central Railroad Company, of New Jersey, thence running,

10, Still along line of lands of The Grasselli Chemical Company, and parallel, with the northerly line of lands of the Central Railroad Company, of New Jersey and distant, northerly at right angles, 146.00 feet, therefrom, S. 52°, 18', E. 1456.95 feet to a point, of curve, thence running,

11, Still along line of lands, of the Grasselli Chemical Company on a curve, curving toward the south with a radius of 350.00 feet, a distance of 244.65 feet to a point of tangency, thence running,

12, Still along line of lands of The Grasselli Chemical Company, S. 12°, 15', E. 290.20 feet, to a point, in the center line of the Linden Township Trunk Sewer, thence running

13, Along line of lands of the Central Railroad, Company, of New Jersey and along the center line of the said Linden Township Trunk Sewer, S. 68°, 45' E. 25.00 feet to the place of beginning, Containing 62.127 acres.

Tract 2.

BEGINNING, at the point of intersection of the easterly right of way line of the Sound Shore Railroad, (as laid out 50 feet in width), and the center line of the Present Linden Township Trunk Sewer, Said point being, the division line between lands of The Grasselli Chemical Company, and lands of the Sinclair Oil Company; thence running

1, Along line of lands, of the Sinclair Oil Company, and along the Center line of the Linden Township Trunk Sewer, S. 68° 45' E. 203.70 feet to a point, thence running

2, Still along line of lands, of the Sinclair Oil Company, and parallel with the Linden Township Trunk Sewer, and distant southerly (3) three feet from the center line thereof, S. 64°, 37' E. 1023.63 feet to a point, in the U.S. Government Pierhead and Bulkhead line, thence running,

3, Along said U.S. Government Pierhead, and Bulkhead line, N. 2° 27' W. 86.40 feet, to an angle point in same, thence running,

4, Still along U.S. Government Pierhead, and Bulkhead line, N. 18° 27' E. 23.76 feet, to a point, thence running,

5, Along line of lands of the Grasselli Chemical Company, and parallel with the second course, of this description, N. 64°, 37' W. 984.02 feet to a point, thence running,

6, Still along line of lands, of The Grasselli Chemical Company, and parallel, with the first course, of this description, N. 68° 45' W. 244.20 feet, to a point in the aforesaid easterly right of way line of the Sound Shore Railroad, thence running,

7, Along, said easterly, right of way line, of the Sound Shore Railroad, on a curve, curving toward the southeast, with a radius, of 1407.69 feet, a distance of 106.30 feet to the place of beginning. Containing 2.811 Acres.

Excepting and Reserving, however, unto the party of the first part, its successors, and assigns, the permanent right to use all the present and future main tracks, located on Roadway B and Roadway C, as shown, on Sketch No. 102028, attached hereto, and made a part thereof, for the purpose of ingress, regress, and egress, thereover to and from, the property, of the party of the first part.

TOGETHER, with the appurtenances, thereunto belonging, and all the estate, right, title and interest, of the party of the first part, in and to said premises, except the reservation and restriction herein before stated.

TO HAVE AND TO HOLD, all and singular, the above described pieces or parcels of land and premises, with the appurtenances, unto the said party of the second part, its successors, and assigns, to its own proper use, benefit, and behoof forever.

AND the said party of the first part, its successors, and assigns, do covenant, and grant to and with the party of the second part, its successors, and assigns, that it is the true, lawful and right owner of all and singular, the above described land and premises, and of every part and parcel thereof, with the appurtenances, thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage judgment or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made, or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever.

AND ALSO that the said party of the first part, now has good right full power and lawful authority, to grant bargain, sell and convey the said land and premises in manner aforesaid.

AND ALSO, that the said party of the first part, will WARRANT, secure and forever defend the said land and premises, unto the said party of the second part, its successors, and assigns, forever, against the law ful claims and demands of all and every

person and persons, freely and clearly freed and discharged, of and from all manner of encumbrances whatsoever.

instrument
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IN WITNESS WHEREOF, the said party of the first part, has caused, this instrument to be signed by its Proper officer, thereunto duly authorized, this twentieth day of October, nineteen hundred and twenty eight.

In the Presence of

E. R. Bailey,

Secretary . (SEAL) (The Grasselli Chemical Company, Corporate seal,
Inc. 1885, Ohio.)

The Grasselli Chemical Company

By E.W.Furst,

As Vice President.

State of Ohio ;

County of Cuyahoga, ; SS.

BE IT REMEMBERED that on this twentieth day of October, in the year of our Lord one thousand, nine hundred and twenty eight beforeme, the subscriber, a Notary Public, in and for the county of Cuyahoga, State of Ohio, personally appeared E.R. Bailey, who being by me duly sworn, doth depose and make proof to my satisfaction that he well knows the corporate seal of The Grasselli Chemical Company the grantor named in the foregoing Deed; that the seal thereto affixed is the proper corporate seal, of said company; that the same was so affixed thereto and the said deed signed and delivered by E.W.Furst, who was, at the date and execution thereof, the Vice President of said company, in the presence of the said deponent, as the voluntary act and deed of the said company, and that the said deponent, thereupon signed the same as subscribing witness:

Sworn and subscribed before me

E.R. Bailey.

at Cleveland, Ohio, on the date aforesaid.

M.J. Collins, (SEAL),

Notary Public, (Ohio.)

State of Ohio, ;

County of Cuyahoga, ; SS

I, George Wallace, Clerk of the county of Cuyahoga, and also Clerk of the court of Common Pleas, being a court of record, held therein, do hereby certify that M. J. Collins, the Notary Public, before whom the within acknowledgement was made, and whose name is subscribed, to the Certificate, of the proof, or acknowledgement, of the annexed instrument, and thereon written, was at the time of taking such proof, or acknowledgement, a Notary Public, in and for the county of Cuyahoga, dwelling in said county, commissioned and sworn, and duly authorized, by the laws of the State of Ohio, to take acknowledgements, and proofs, of deeds, or conveyances, for lands, tenements, and hereditaments, in said State of Ohio. And further, that I am well acquainted with the handwriting, of such Notary Public, and verily believe, that the signature to the said Certificate of proof or acknowledgement, is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed, my official Seal as county Clerk, and Clerk of said court, this 8th day of February, 1929.

George Wallace, Clerk (Seal)

By J.A. Baker,
Deputy Clerk.

Rec'd. Mar. 7, 1929.

at 10.48 A.M. #3767.

Recorded, at request of Benjamin F. Jones.

Auguste Kobitzsch,

to

Walter W. Mooney.

THIS INDENTURE made the 21st day of February, in the year of our Lord, one thousand nine hundred and twenty nine BETWEEN Auguste Kobitzsch, (widow)

of the City of Elizabeth, in the county of Union and State of New Jersey, party of the first part; AND Walter W. Mooney, of the Township, of Cranford, in the county of Union and State of New Jersey, party of the second part.

WITNESSETH that the said party of the first part, for and in consideration of the sum of one (\$1.00) Dollar, and other good and valuable considerations, lawful money of the United States of America, to her in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these Presents the receipt whereof, is hereby acknowledged, and the said party of the first part, being therewith fully satisfied contented and paid, has given, granted, bargained sold aliened, released, enfeoffed conveyed and confirmed, and by these presents, do give, grant bargain sell alien, release, enfeoff convey and confirm, unto the said party of the second part, and to his heirs and assigns forever,

The Grasselli Chemical Company,
to
Grasselli Dyestuff Corporation,

THIS INDENTURE MADE THE twentieth day of October, nineteen hundred and twenty eight, between The Grasselli Chemical Company, a corporation organized under the laws, of the State of Ohio, party of the first part; AND Grasselli Dyestuff Corporation, a corporation organized under the laws of the State of Delaware, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten dollars, (\$10.00), lawful money of the United States, of America, to it in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof, is hereby acknowledged, and the said party of the first part, therewith fully satisfied contented, and paid, has given, granted, bargained, sold, aliened, remised, released, enfeoffed conveyed and confirmed, and by these presents, does give, grant bargain, sell, convey and confirm to the said party of the second part, and to its successors, and assigns forever,

ALL those two certain tracts or parcels of land, with the buildings and improvements, thereon erected, situate, lying and being in the Township of Linden, in the county of Union State of New Jersey, and bounded and described, as follows;

Tract 3. BEGINNING at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 ft. in width), and the center line of the present Linden Township Trunk sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company and land of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad, on a curve, curving toward the northeast, with a radius of 1457.69', a distance of 309.50 feet to an iron pipe, the real place of beginning, thence running

1. Along the line of lands conveyed to the Grasselli Dyestuff Corporation, by The Grasselli Chemical Company, by deed dated October 20, 1928, and described in said deed, as Tract #1 North 52° 18' West 57.20' to an iron pipe, thence running

2. Still along the line of said Tract #1 north 15° 5' east 1908.50' to an iron pipe, thence running

3. South 74° 55' east 50', to an iron pipe in the westerly right of way line of the Sound Shore Railroad, thence running

4. Along the westerly right of way line of the Sound Shore Railroad, south, 15° 5' west 1840.54' to an iron pipe, the beginning of a curve, to the southwest thence running,

5. Still along, the westerly right of way line of the Sound Shore Railroad, upon a curve, to the southwest, having a radius, of 1457.69', 90', to the point of beginning. Containing 2.204 acres, more or less.

Tract 4, BEGINNING at the point of intersection of the westerly right of way, line of the Sound Shore Railroad, (as laid out 50 ft. in width), and the center line of the present Linden Township Trunk Sewer, said point being, on the division line between lands, formerly of The Grasselli Chemical Company and lands of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad, on a curve curving toward the northeast, with a radius of 1457.69', a distance of 309.50 feet to an iron pipe, thence still along the westerly right of way line of the Sound Shore Railroad, and still upon said curve, 90 feet, to a point; thence north 15°, 5' east 1840.54' to an iron pipe in said right of way line; thence, leaving said right of way line north, 74° 55' west, 50 feet to an iron pipe; thence north 15°, 5' east 300 feet to a point; thence north, 74°, 55' west, 775' to a point in the line of lands conveyed to the Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, and described in said deed, as Tract #1, the real place of beginning; thence running

1. North, 74° 55' west, 257.40', to an iron pipe, thence running

2. North, 88°, 11' 30", west, 1691.40', to an iron pipe, thence running

3. south, 50°, 45' west 541.57' to an iron pipe, the beginning of a curve to the left, having a radius of 100' thence, running,

4. Along said curve 179.86' to an iron pipe, thence running,

5. South, 52°, 18', east 1491.17', to an iron pipe, corner to lands conveyed in said Tract #1, thence running, with the line of lands, conveyed in said Tract

#1, north 15°, 5' east 1227.50', to an iron pipe, thence running

6. Still along the line of lands, conveyed, in said Tract #1, south 74°, 55' east 800.00' to an iron pipe, thence running,

7. Still along the line of lands conveyed in said Tract #1, North 15° 5' east 325.00', to the point of beginning. Containing 35.200 acres.

Excepting and Reserving, however, unto the party of the first part, its successors, and assigns, the permanent right to use all the present and future main tracks through Roadway G, which Roadway, is shown, on Sketch No. 102028 attached, hereto and made, a part hereof, for the purpose of ingress, regress, and egress, thereover, to and from the property, of the party of the first part.

Map Showing Survey of Tract
Situating at the Grasselli Chemical Company.
City of Linden, Union Co. N.J.

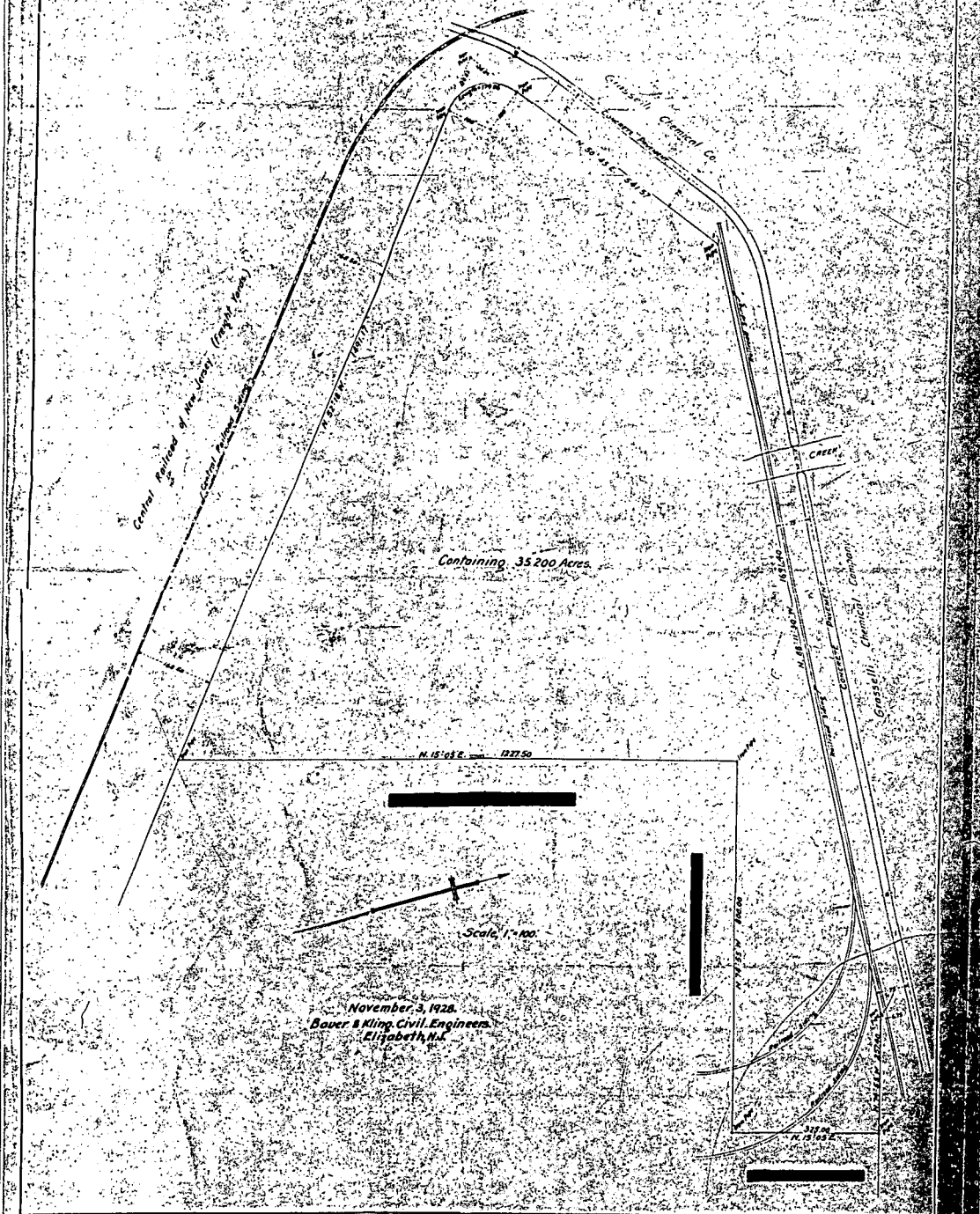
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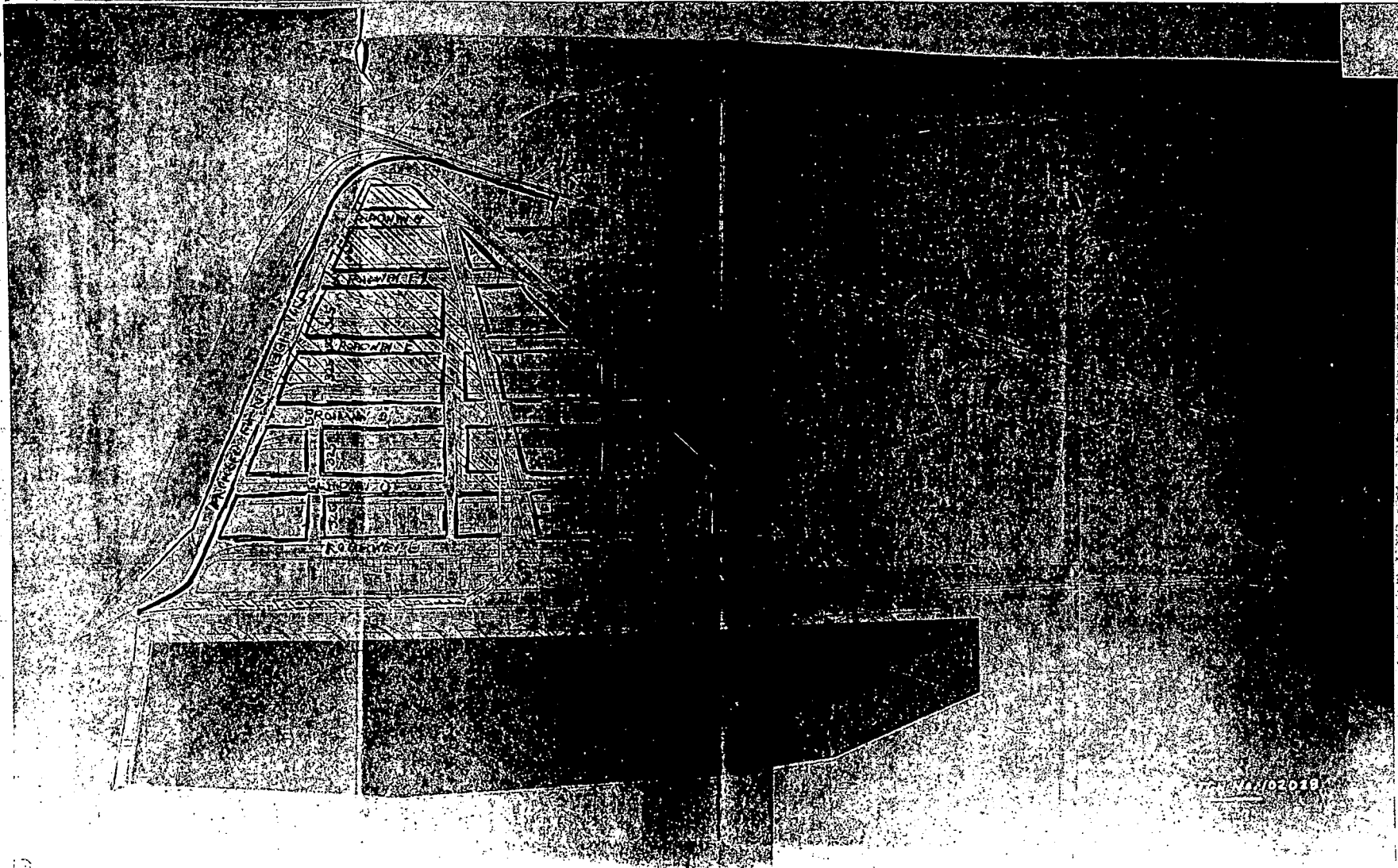
Containing 2.204 Acres.

SOUND SHORE RAILROAD.

November 3, 1928.
Bauer & Kling, Civil Engineers
Elizabeth, N.J.

MAP SHOWING SURVEY OF TRACT
SITUATED AT THE GRASELLI CHEMICAL COMPANY
CITY OF LINDEN, UNION CO. N.J.





102018

TOGETHER with the appurtenances, thereunto belonging, and all the estate, right, title and interest, of the party of the first part, in and to said premises, except the reservation, and restriction herein before stated.

TO HAVE, AND TO HOLD, all and singular, the above described pieces or parcels of land and premises, with the appurtenances, unto the said party of the second part, its successors, and assigns, to its own proper use, benefit and behoof, forever.

AND the said party of the first part, its successors and assigns, do covenant, and grant, to and with the party of the second part, its successors, and assigns that it is the true, law ful and right onwer of all and singular, the above described land and premises, and of every part and parcel thereof, with the appurtenances, thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage judgment, or limitation or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made, or intended to be made, for the above described land and premises, can or may be changed charged altered or defeated in any way whatsoever,

AND ALSO that the said party of the first part, now has good right full power and lawful authority to grant bargain, sell and convey the said land and premises in manner aforesaid.

AND ALSO that the said party of the first part, will WARRANT, secure and forever defend, the said land and premises, unto the said party of the second part, its successors and assigns, forever, against the law ful claims and demands of all and every person and persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

IN WITNESS WHEREOF, the said party of the first part, has caused, this instrument, to be signed, by its proper officer, thereunto duly authorized, this twentieth day of October, nineteen hundred and twenty eight.

Attest E.R. Bailey,

Secretary.

The Grasselli Chemical Company,

By E.W. Furst,

As Vice President.

(SEAL) (The Grasselli Chemical Company, Corporate seal,)
Inc. 1885, Ohio.)

State of Ohio, ;

County of Cuyahoga, ; SS.

BE IT REMEMBERED that on this twentieth day of October, in the year of our Lord, one thousand nine hundred and twenty eight before me, the subscriber, a Notary Public in and for the county of Cuyahoga, State of Ohio, personally appeared E.R. Bailey, who, being by me duly sworn, doth depose and make proof to my satisfaction that he well knows the corporate seal of The Grasselli Chemical Company, the grantor named in the foregoing deed; that the seal thereto affixed is the proper corporate seal of said company; that the same was so affixed thereto, and the said deed signed and delivered, by E. W. Furst, who was, at the date and execution thereof, the Vice President, of said company, in the presence of the said deponent, as the voluntary act and deed, of the said company, and that the said deponent, thereupon signed the same as subscribing witness.

Sworn and subscribed, before me,

E.R. Bailey.

at Cleveland, Ohio, on the date aforesaid.

M.J. Collins, (SEAL),

Notary Public, (Ohio.)

State of Ohio ;

County of Cuyahoga, ; SS.

I, George Wallace, Clerk of the county of Cuyahoga, and also Clerk, of the court of Common Pleas, being a court of record, held therein, do hereby Certify that M.J. Collins, the Notary Public, before whom, the within acknowledgement was made, and whose name is subscribed, to the Certificate of the proof, or acknowledgement, of the annexed instrument, and thereon written, was, at the time of taking such proof, or acknowledgement, a Notary Public, in and for the county of Cuyahoga, dwelling in said county, commissioned, and sworn, and duly authorized by the laws of the State of Ohio, to take acknowledgement and proof of deeds, or conveyances, for lands, tenements, and hereditaments in said State of Ohio. And Further, that I am well acquainted with the handwriting of such Notary Public, and verily believe, that the signature, to the said Certificate of proof, or acknowledgement, is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as county Clerk and Clerk of said court, this 8th day of February, 1929.

George Wallace, Clerk (SEAL)

By J.A. Baker,

Deputy Clerk.

Rec'd. Mar. 7, 1929,

at 10.40 A.M. #3765.

Recorded at request, of Benjamin F. Jones.

109354

INSTRUMENT OF APPOINTMENT AND ACCEPTANCE
OF SUCCESSOR AND INDIVIDUAL TRUSTEE dated as of
July 22, 1988, among Irving Trust Company,
a New York corporation (hereinafter termed the
"Corporate Trustee"), J. J. Arney, 36 Lincoln
Avenue, Massapequa, Nassau County, New York
(hereinafter termed the "predecessor Individual
Trustee") and Wafaa M. Orfy, 45 Adams Street,
Passaic County, Clifton, New Jersey 07011.

WHEREAS, Linden Chemicals & Plastics, Inc. (now named
Hanlin Group, Inc. and hereinafter termed the "Company"), LCP
Chemicals-Georgia, Inc., LCP Chemicals-New Jersey, Inc., LCP
Chemicals-New York, Inc., LCP Chemicals-North Carolina, Inc.,
LCP Plastics, Inc., LCP Transportation, Inc. and Plastic
Industries, Inc. (hereinafter termed, collectively, the
"Mortgagors"), the Corporate Trustee, and the predecessor
Individual Trustee heretofore having executed a First Mortgage,
Deed of Trust and Security Agreement dated December 14, 1979*,
which was recorded in the locations noted on Schedule A hereto
and which encumbers, among other things, the real property
described in Schedules D through I hereto (which First
Mortgage, Deed of Trust and Security Agreement, together

- * In each instance where the terms and conditions of this
instrument affect property situated in the State of
Georgia, or the obligations of any party conveying such
property to secure indebtedness described herein, any

This instrument was prepared by Barbara J. Schmidt, Esq. of
Winthrop, Stimson, Putnam & Roberts, 40 Wall Street, New York,
New York 10005.


Barbara J. Schmidt

MB3901-0356

The Original Mortgage Here Registered or Recorded
has been duly produced in this office by
Robert W. Moberg
and duly cancelled 7/5 A.D. 1988
George L. Lippin Register 7/18/88

BETWEEN the Borrower(s)
KENALINE ASSOCIATES, INC., a corporation of the State of New Jersey

whose address is 67 Orchard Street, Elizabeth, New Jersey

AND the Lender

referred to as "I".

MALONE HOLDING CO., INC., a corporation of the State of New Jersey

~~XXXXXX~~ having an address at c/o Malone Chemical, Inc., 130 Marion Avenue,
Linden, New Jersey 07036

If more than one Borrower signs this Mortgage, the word "I" shall mean each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Mortgage by transfer.

Mortgage Note. In return for a loan that I received, I promise to pay \$48,000.00 (called "principal"), plus interest in accordance with the terms of a Mortgage Note dated December 29, 1987 (referred to as the "Note"). The Note provides for monthly payments of \$ 767.08 and a yearly interest rate of 14-3/4 %. All sums owed under the Note are due no later than January 19, 1993. All terms of the Note are made part of this Mortgage. Payment due under the Note are based upon a ten (10) year amortization schedule with a balloon payment due on January 19, 1993.

Property Mortgaged. The property mortgaged to the Lender (called the "Property") is located in the City of Elizabeth County of Union and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e) all other rights that I have, or will have, as owner of the Property. The legal description of the property is:

SEE ATTACHED

RECEIVED
JAN 6 3 45 PM '88
CLERK OF SUPERIOR COURT
ELIZABETH, N.J.

MB3830 0763

Please Record and Return to:
DUGHY AND HEWIT
340 North Avenue
Cranford, New Jersey 07016
ATTN: Brian M. Ginsburg, Esq.


109354

INSTRUMENT OF APPOINTMENT AND ACCEPTANCE
OF SUCCESSOR AND INDIVIDUAL TRUSTEE dated as of
July 22, 1988, among Irving Trust Company,
a New York corporation (hereinafter termed the
"Corporate Trustee"), J. J. Arney, 36 Lincoln
Avenue, Massapequa, Nassau County, New York
(hereinafter termed the "predecessor Individual
Trustee") and Wafaa M. Orfy, 45 Adams Street,
Passaic County, Clifton, New Jersey 07011.

WHEREAS, Linden Chemicals & Plastics, Inc. (now named
Hanlin Group, Inc. and hereinafter termed the "Company"), LCP
Chemicals-Georgia, Inc., LCP Chemicals-New Jersey, Inc., LCP
Chemicals-New York, Inc., LCP Chemicals-North Carolina, Inc.,
LCP Plastics, Inc., LCP Transportation, Inc. and Plastic
Industries, Inc. (hereinafter termed, collectively, the
"Mortgagors"), the Corporate Trustee, and the predecessor
Individual Trustee heretofore having executed a First Mortgage,
Deed of Trust and Security Agreement dated December 14, 1979*,
which was recorded in the locations noted on Schedule A hereto
and which encumbers, among other things, the real property
described in Schedules D through I hereto (which First
Mortgage, Deed of Trust and Security Agreement, together

* In each instance where the terms and conditions of this
instrument affect property situated in the State of
Georgia, or the obligations of any party conveying such
property to secure indebtedness described herein, any

This instrument was prepared by Barbara J. Schmidt, Esq. of
Winthrop, Stimson, Putnam & Roberts, 40 Wall Street, New York,
New York 10005.


Barbara J. Schmidt

M33901-0356

SEE DISCHARGE # 2437
RECORDED Aug. 31, 1973
IN BOOK 65 PAGE 251

52001

Mortgage—N. J.

MANUFACTURERS HANOVER TRUST COMPANY
MORTGAGE

THIS MORTGAGE, made the 15th day of August, 1973
BETWEEN LINDEN CHLORINE PRODUCTS, INC., a Delaware corporation,
the mortgagor,

and MANUFACTURERS HANOVER TRUST COMPANY, a New York banking corporation, having an office at
No. 350 Park Avenue, New York, New York, the mortgagee,

WITNESSETH, that to secure the payment of an indebtedness in the sum of FOUR MILLION FIVE HUNDRED
THOUSAND AND 00/100 Dollars (\$4,500,000.00)
lawful money of the United States, with interest thereon, to be paid according to ~~XXXXXX~~
~~XXXXXX~~
~~XXXXXX~~

~~ALL the parcels of land, with the buildings and improvements thereon erected, situate, lying and
being in the City of Linden, County of Union, State of New Jersey, as described in Schedule A annexed hereto;~~

a certain note, dated July 30, 1973, the terms of which certain note
are hereby made part of this instrument, the mortgagor has granted,
bargained, sold, aliened, released, conveyed and confirmed, and by these
presents does grant, bargain, sell, alien, release, convey and confirm
unto the mortgagee, its successors and assigns forever,

ALL the parcels of land, with the buildings and improvements thereon
erected, situate, lying and being in the City of Linden, County of Union,
State of New Jersey, as described in Schedule A annexed hereto;

RECEIVED & RECORDED
UNION COUNTY N.J.
AUG 24 1 57 PM '73
BOOK 600 PAGE 665
J. J. J. J. J.
REGISTER

TOGETHER with all right, title and interest of the mortgagor in and to the land lying in the streets and roads in front
of and adjoining said premises;

TOGETHER with all fixtures, chattels and articles of personal property now or hereafter attached to, or used in the
operation of, the buildings on the premises, together with any and all replacements thereof and additions thereto, other
than the personal effects and furniture of the mortgagor;

TOGETHER with all awards or payments heretofore and hereafter made to the mortgagor for the taking by eminent
domain of the whole or any part of said premises or any easement therein, including any awards or payments for
changes of grade of streets or any other injury to or decrease in the value of the premises, which said awards and pay-
ments are hereby assigned to the mortgagee, who is hereby authorized to collect and receive the proceeds thereof and
to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness at
any time secured hereby, notwithstanding the fact that the amount thereof may not then be due and payable, and
toward the reasonable counsel fees, costs and disbursements incurred by the mortgagee in connection with the collec-
tion of such awards or payments; and the mortgagor hereby agrees, upon request, to make, execute and deliver any
and all assignments and other instruments sufficient for the purpose of assigning said awards or payments to the mort-
gagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgagor shall well and
truly pay unto the mortgagee the sum of money mentioned on the condition of the note or obligation and the interest
thereon, without any deduction or credit for any amount payable for taxes, according to the terms of such note or
obligation, then these presents and the estate hereby granted shall cease, determine and be void.

MANUFACTURERS HANOVER TRUST COMPANY

58134

MORTGAGE

THIS MORTGAGE, made the 29th day of August, 1973

BETWEEN LINDEN CHLORINE PRODUCTS, INC., a Delaware corporation, having an office at P. O. Box 484, Linden, New Jersey, the mortgagor,

and MANUFACTURERS HANOVER TRUST COMPANY, a New York banking corporation, having an office at No. 350 Park Avenue, New York, New York, the mortgagee,

WITNESSETH, that to secure the payment of an indebtedness in the sum of Nine Million, Five Hundred Thousand Dollars (\$9,500,000.00)

~~located in the State of New Jersey, with interest thereon, to be paid according to a certain note or obligation bearing even date herewith, the terms of which are hereby made part of this instrument, the mortgagor has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm unto the mortgagee, its successors and assigns forever, or so much thereof as may be advanced, in lawful money of the United States, with interest thereon, to be paid according to two certain notes from mortgagor to mortgagee, each dated the date hereof, in the amounts of \$4,500,000 and \$5,000,000, respectively, the terms of which notes are hereby made part of this instrument, the mortgagor has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm unto the mortgagee, its successors and assigns forever, ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the~~

States, with interest thereon, to be paid according to two certain notes from mortgagor to mortgagee, each dated the date hereof, in the amounts of \$4,500,000 and \$5,000,000, respectively, the terms of which notes are hereby made part of this instrument, the mortgagor has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm unto the mortgagee, its successors and assigns forever,

ALL the parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Linden, County of Union, State of New Jersey, as described in Schedule A annexed hereto;

TOGETHER with all right, title and interest of the mortgagor in and to the land lying in the streets and roads in front of and adjoining said premises;

TOGETHER with all fixtures, chattels and articles of personal property now or hereafter attached to, or used in the operation of, the buildings on the premises, together with any and all replacements thereof and additions thereto, other than the personal effects and furniture of the mortgagor;

TOGETHER with all awards or payments heretofore and hereafter made to the mortgagor for the taking by eminent domain of the whole or any part of said premises or any easement therein, including any awards or payments for changes of grade of streets or any other injury to or decrease in the value of the premises, which said awards and payments are hereby assigned to the mortgagee, who is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness at any time secured hereby, notwithstanding the fact that the amount thereof may not then be due and payable, and toward the reasonable counsel fees, costs and disbursements incurred by the mortgagee in connection with the collection of such awards or payments; and the mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards or payments to the mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgagor shall well and truly pay unto the mortgagee the sum of money mentioned on the condition of the note or obligation and the interest thereon without any deduction or credit for any amount payable for taxes, according to the terms of such note or obligation, then these presents and the estate hereby granted shall cease, determine and be void.

BOOK 3001 PAGE 295

same.

RECORDED
AUG 29 51 PM '73
BOOK 3001 PAGE 295
J. J. Hurdick
REGISTER

SEE
3012 PG. 548
See Exchange 475
Jan 31, 1979
B 79 page 4111

same 7
MB SEE 98
3115 PG.

MB SEE 349
3153 PG.

MB SEE 400
3182 PG.

SEE EXCHANGE 475
JAN 31, 1979
B 79 PAGE 4111
IN BOOK

SEE DISCHARGE # 2233
RECORDED 10-17-89
IN BOOK 144 PAGE 786

See discharging 2234
Recorded 10-17-89
Book 144 Page 786

Book 3253
Page 589

1985

LINDEN CHEMICALS & PLASTICS, INC.,
LCP CHEMICALS—GEORGIA, INC.,
LCP CHEMICALS—NEW JERSEY, INC.,
LCP CHEMICALS—NEW YORK, INC.,
LCP CHEMICALS—NORTH CAROLINA, INC.,
LCP PLASTICS, INC.,
LCP TRANSPORTATION, INC.,
AND
PLASTIC INDUSTRIES, INC.
TO
IRVING TRUST COMPANY
AND
D. W. MAY,
as Trustees

**FIRST MORTGAGE, DEED OF TRUST
AND SECURITY AGREEMENT***

Dated December 14, 1979

Securing \$27,000,000 11.50% Secured Notes due December 31, 1994,
\$4,500,000 Term Note due December 31, 1985,
and
\$7,500,000 Promissory Note due March 15, 1980

This instrument drawn by Stephen J. Friedman of Debevoise, Plimpton, Lyons
& Gates, 299 Park Avenue, New York, New York 10017.

/s/ Stephen J. Friedman

* This instrument shall be deemed to be a DEED TO SECURE DEBT AND
SECURITY AGREEMENT with respect to the Property (as defined herein) situated in
the State of Georgia.

RECORDED
IN COUNTY, N.J.
DEC 14 11 09 AM '79
340

See 2234
10-17-89
144-786

3253
508 - second mortgage

BOOK 3253 PAGE 340

3253 589 (7) (9) ?
3253 563 (8) ?

SEE DISCHARGE # 20033
RECORDED 10-17-89
IN BOOK 144 PAGE 783
60.

34175

LCP CHEMICALS & PLASTICS, INC.,
formerly known as "Linden Chemicals & Plastics, Inc."
(individually and as successor by merger to:

LCP Chemicals - Georgia, Inc.,
LCP Chemicals - New Jersey, Inc.,
LCP Chemicals - New York, Inc.,
LCP Chemicals - North Carolina, Inc.,
LCP Plastics, Inc.
and Plastic Industries, Inc.)

AND
ALSO BY

LCP TRANSPORTATION, INC.

TO

IRVING TRUST COMPANY

AND

D.W. MAY,

as Trustees

FIRST AMENDMENT TO FIRST MORTGAGE,
DEED OF TRUST AND
SECURITY AGREEMENT*

Dated April 28, 1982

Securing \$27,000,000 14.50% Secured Notes due December 31, 1994
\$4,500,000 Term Note due December 31, 1990
and
\$7,500,000 Promissory Note due December 31, 1990

This instrument was prepared by Irv Hepner, Esq. of
Debevoise & Plimpton, 299 Park Avenue,
New York, New York 10171

/s/ *[Signature]*

* This instrument shall be deemed to be a FIRST AMENDMENT TO
DEED TO SECURE DEBT AND SECURITY AGREEMENT with respect to
the property situated in the State of Georgia and encumbered
by the Deed to Secure Debt and Security Agreement, dated
December 14, 1979, between Grantors and Trustees and re-
corded as specified herein.

33317470

COMMONWEALTH LAND TRUST, INC. CO.
47 MAPLE STREET
SUMMIT, N. J. 07901

RECORDED & RECORDED
1000 COUNTY, N. J.
MAY 3 10 27 AM '82
3334 470
[Signature]

SEE DISCHARGE #200
RECORDED 10-12-82
IN BOOK 44 PAGE 6

34176

LCP CHEMICALS & PLASTICS, INC.,
formerly known as "Linden Chemicals & Plastics, Inc."
(individually and as successor by merger to:

LCP Chemicals - Georgia, Inc.,
LCP Chemicals - New Jersey, Inc.,
LCP Chemicals - New York, Inc.,
LCP Chemicals - North Carolina, Inc.,
LCP Plastics, Inc.
and Plastic Industries, Inc.)

AND

ALSO BY

LCP TRANSPORTATION, INC.

TO

FIDELITY UNION BANK

AND

WILLIAM C. ARNEBECK

as Trustees

THIRD MORTGAGE,
DEED OF TRUST AND
SECURITY AGREEMENT*

Dated April 28, 1982

Securing \$50,000,000 Term Notes due December 31, 1990

This instrument drawn by Theodore G. Lindsay of Simpson
Thacher & Bartlett, 350 Park Avenue, New York, New York
10022.

/s/ 

COMMONWEALTH LAND TITLE INS. CO.
47 MAPLE STREET
SUMMIT, N. J. 07901

- * This instrument shall be deemed to be a DEED TO SECURE DEBT AND SECURITY AGREEMENT with respect to the Property (as defined herein) situated in the State of Georgia.
- * This instrument is to be filed in the real estate records and is also to be indexed in the index of financing statements.
- * The names of the Debtor and the Secured Party, the mailing address of the Secured Party from which information concerning the security interest may be obtained, the mailing address of the Debtor and a statement indicating the types, or describing the items, of collateral, are as described in the introductory Paragraph hereof, in compliance with the requirements of Article 9, Section 402 of the Uniform Commercial Code, Title 109A of the Code of Georgia.

REC-3334-552

FOR OFFICE USE ONLY

Debtor(s) Name (Last Name, First) Complete Address

Maturity date (if any):

ULTRA PURE COMPRESSED
GASES, INC.
97 Turnpike Road
Westboro, MA 01581

Secured Party(ies) and Complete Address

UNION CARBIDE INDUSTRIAL
GASES INC.
39 Old Ridgebury Road
Danbury, CT 06817-0001
Attn:VP Bulk Industr. Gases

Assignee(s) of Secured Party and Complete Address

FOR OFFICE USE ONLY

UNION COUNTY, N.J.

004093

UNIFORM COMMERCIAL
CODE FILING NUMBERRECEIVED & RECORDED
UNION COUNTY, N.J.

90 SEP 11 AM 8:40

JOANNE RAJOPPI
REGISTER

This financing statement covers the following types (or items) of property:

SEE ATTACHED SCHEDULE A

When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (Sufficient to identify the property).

See description set forth in the attached Schedule A

b. Name and complete address of record owner.

LCP Chemicals - New Jersey, Inc.
P.O. Box 484, Foot of South Wood Ave., Linden, NJ 07036

a. (☒) Proceeds of Collateral are also covered. b. (☒) Products of Collateral are also covered. No. of additional sheets presented. (4)
() Filed with Register of Deeds and Mortgages of _____ County. () Secretary of State
(☒) Filed with the County Clerk of Union _____ County.

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee(s)

ULTRA PURE COMPRESSED GASES, INC.

UNION CARBIDE INDUSTRIAL GASES INC.

By *Joanne Rajoppi*By *Sally Ann Savori*

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)

SCHEDULE A

The following assets of the Debtor, affixed to, placed upon, or used in connection with the operation of Debtor's business located along Linde Road in the City of Linden, County of Union, State of New Jersey (all of which is collectively referred to as the "Collateral"):

(a) the machinery, equipment, vehicles, furniture and fixtures identified on Exhibit A attached hereto, and all accessions thereto;

(b) all rights as tenant under that certain Lease dated August 31, 1990 (the "Lease") between the Debtor, as tenant and LCP Chemicals NJ, Division of Hanlin Group, Inc., as landlord, relating to the premises located along Linde Road in Linden, New Jersey (the "Premises");

(c) any and all products and proceeds of the foregoing, in any form (including without limitation any insurance proceeds or claims by the Debtor against third parties, for loss or damage to or destruction of any or all of the foregoing Collateral).

A legal description of the Premises is attached hereto as Attachment A.

All of the Collateral, including all records concerning the Collateral, shall be kept at the Debtor's place of business located at the Premises.

The Collateral is free of all liens, security interests, claims, charges, encumbrances, taxes and assessments except as follows:

None.

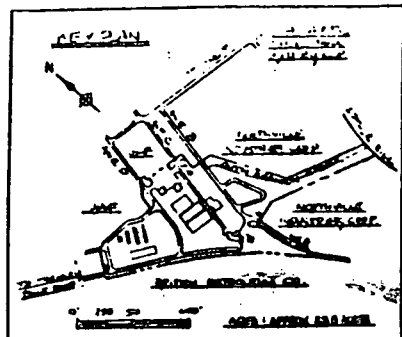
EXHIBIT A

PURCHASED ASSETS

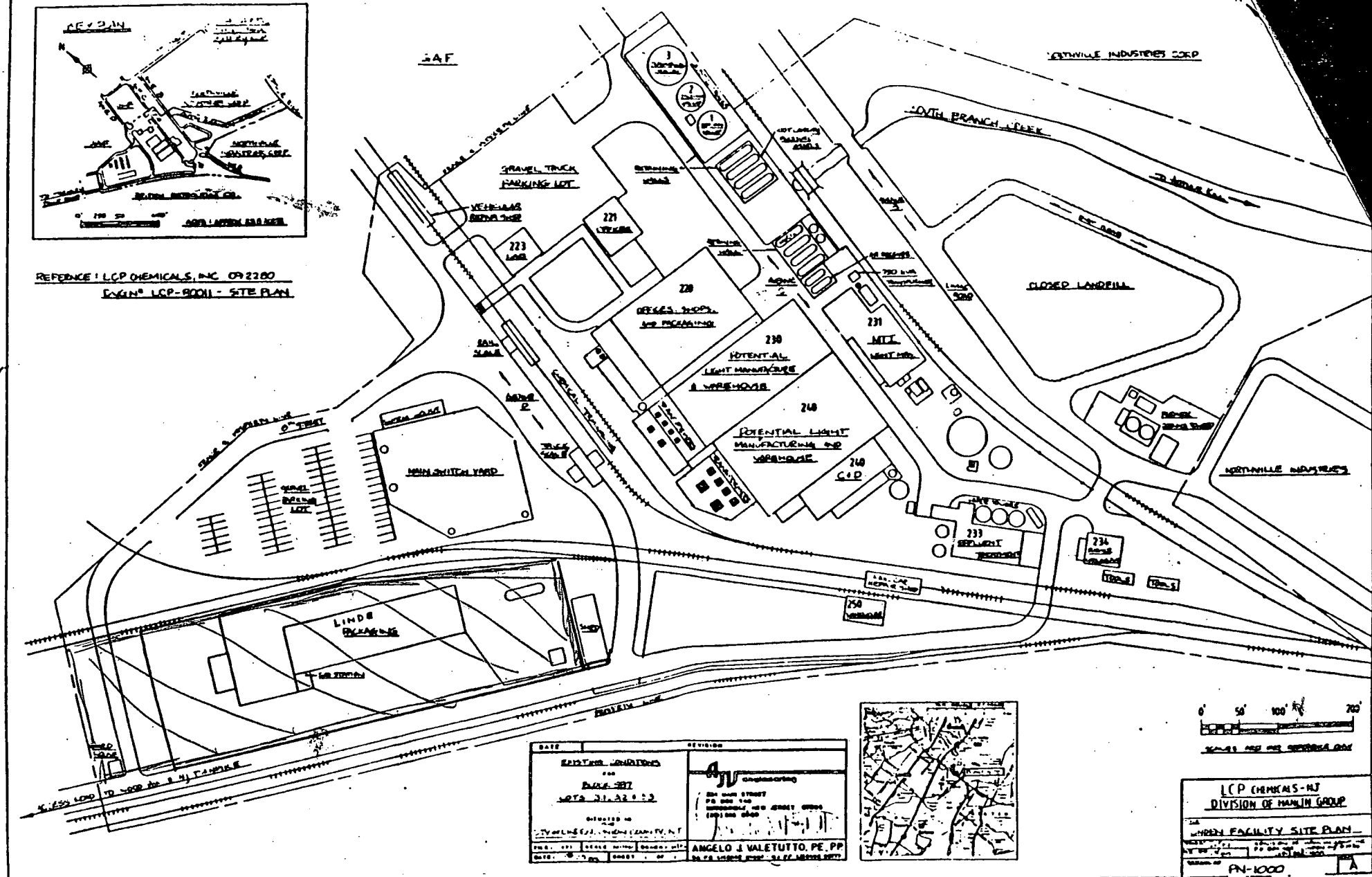
TRKR Loading Center
Electrical Upgrade
Switchgear
Switchgear
Power Wiring
Power Wiring
Motor Starter
HYD Compressor M 46068 Comp
HYD Compressor M 46068 Inst
KD-30 Pump 87-0442
Liquid HYD Pump Inst 84154991
Liquid HYD Pump Inst/Pipe, VAP
Regulated Relief Valve
Cooling Tower
VIP Piping
HP Vaporizers 4 2 HEX 2 WO
Solenoid Valves
Overhead Crane
Oxy Montor AnlZR
Hi Purity Most AnlZR
Gas Chromatograph
Shutoff System
Collar Removal Tool
Hydrotest Pump 18653
Valving Machine Galiso 508212
Cylinder Drier Magna Fab
Oil Remov Syst-Balston 4 Units
Surge Tank For Norwalk Compr
Hydrotest Jacket, Cons, Air HS
Meco Analyzer Model W
Teledyne Model 316
Hewlett Packard Integrator
Beckman Hydrbn Analyz M 400
Gow Mac Model 20-150
Spectrum Amplfr 1021A W Fltr
Power Line Voltage Stabilizer

ATTACHMENT A TO SECURITY AGREEMENT

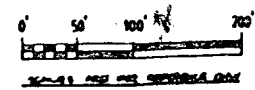
That parcel of land situated along Linde Road in the City of Linden, County of Union, State of New Jersey, more particularly shown on the map attached hereto, being approximately 2.102 acres.



REFERENCE: LCP CHEMICALS, INC. 092280
 LCP-8001 - SITE PLAN



DATE		REVISION	
EXISTING CONDITIONS		AS SHOWN	
DATE 11.22.82		DATE 11.22.82	
DESIGNED BY		CHECKED BY	
CITY OF LINDEN, N.J.		ANGELO J. VALETUO, PE, PP	
DATE 11.22.82		DATE 11.22.82	



LCP CHEMICALS - NJ	
DIVISION OF HANLIN GROUP	
FACILITY SITE PLAN	
DATE 11.22.82	
DRAWN BY	
CHECKED BY	
DATE 11.22.82	
SCALE 1" = 100'	
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General Aniline & Film Corporation
(formerly General Aniline Works, Inc.)

To:
General Aniline & Film Corporation,
(formerly American I. G. Chemical Corp.)

This Indenture, made this 31st day of October, 1939, by and between General Aniline & Film Corporation, formerly known as General Aniline Works, Inc., and previously as, Grasselli Dyestuff Corporation, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 435 Hudson Street, Borough of Manhattan, City, County and State of New York, party of the first part, and General Aniline & Film Corporation, formerly known as American I.G. Chemical Corporation, a corporation organized and existing under the laws of the State of Delaware having, its principal place of business at 521 Fifth Avenue, Borough of Manhattan, City, County and State of New York, party of the second part;

Whereas, General Aniline Works, Inc., has by certificate of amendment of its certificate of incorporation, duly filed on October 30, 1939, in the office of the Secretary of State of the State of Delaware, changed its name to General Aniline & Film Corporation; and

Whereas American I. G. Chemical Corporation has by certificate of ownership, pursuant to Section 59 A of of the General Corporation Law of the State of Delaware, duly filed on October 31, 1939 in the office of the Secretary of State of the State of Delaware, merged into itself, said General Aniline & Film Corporation, relinquished its corporate name and assumed in place thereof the name of said merged corporation, namely, General Aniline & Film Corporation;

Now, Therefore, this Indenture Witnesseth;

That the party of the first part, in consideration of the merger of the party of the first part into the party of the second part, and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable considerations to it in hand well and truly paid by the said party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said party of the first part being therewith fully satisfied, contented and paid; has given, granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm, unto the party of the second part, its successors and assigns, forever;

All those certain tracts or parcels of land with the buildings and improvements thereon erected; situate, lying and being in the Township of Linden, in the County of Union, State of New Jersey, bounded and described as follows:

Tract 1: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width), and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands now or formerly of The Grasselli Chemical Company and lands now or formerly of the Central Railroad of New Jersey, thence running; 1. along said Westerly right of way line of the Sound Shore Railroad, on a curve curving toward the northeast, with a radius of 1457.69 feet a distance of 309.50 feet to a point, thence running 2. N. 52° 18' W. 57.20 feet to a point; thence running 3. parallel with the straight tangent of the Sound Shore Railroad, and 50 feet distant westerly at right angles from the Westerly right of way line thereof, N. 15° 05' E. 1908.50 feet to a point; thence running 4. along line of other lands now or formerly of The Grasselli Chemical Company, N. 9° 55' W. 240.00 feet to a point; thence running 5. still along line of lands now or formerly of The Grasselli Chemical Company N. 35° 00' W. 128.53 feet to a point, distant at right angles 250.00 feet from the westerly right of way line of the Sound Shore Railroad, (as laid out 50 feet in width), thence running 6. still along line of lands now or formerly of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad N. 74° 55' W. 575.00 feet to a point; thence running 7. still along line of lands now or formerly of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 325 feet to a point; thence running 8. still along line of lands now or formerly of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad, N. 74° 55' W. 800.00 feet to a point, thence running 9. still along line of lands now or formerly of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 1227.50 feet to a point distant northerly at right angles 146.00 feet from the northerly line of lands now or formerly of the Central Railroad of New Jersey, thence running 10. still along line of lands now or formerly of The Grasselli Chemical Company, and parallel with the northerly line of lands now or formerly of the Central Railroad Company of New Jersey and distant northerly at right angles 146.00 feet therefrom, S. 52° 18' E 1456.95 feet to a point or curve, thence running 11. still along line of lands now or formerly of The Grasselli Chemical Company on a curve curving toward the south with a radius of 350.00 feet, a distance of 244.65 feet to a point of tangency,

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thence running 12. still along line of lands now or formerly of The Grasselli Chemical Company, S. 12° 15' E. 290.20 feet to a point in the center line of the Linden Township Trunk Sewer, thence running 13. along line of lands now or formerly of the Central Railroad Company of New Jersey, and along the center line of the said Linden Township Trunk Sewer, S. 68° 45' E. 25.00 feet to the place of Beginning. Containing 62.127 Acres.

Tract 2: Beginning at the point of intersection of the easterly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands now or formerly of The Grasselli Chemical Company and lands now or formerly of the Sinclair Oil Company, thence running 1. Along line of lands now or formerly of the Sinclair Oil Company, and along the center line of the Linden Township Trunk Sewer, S. 68° 45' E. 203.70 feet to a point; thence running 2. still along line of lands now or formerly of the Sinclair Oil Company and parallel with the Linden Township Trunk Sewer and distant southerly (3) three feet from the center line thereof, S. 64° 37' E. 1023.63 feet to a point in the U.S. Government Pierhead and Bulkhead Line, thence running 3. along said U.S. Government Pierhead and Bulkhead line, N. 2° 27' W. 86.40 feet to an angle point in same; thence running 4. still along the U.S. Government Pierhead and Bulkhead Line, N. 18° 27' E. 23.76 feet to a point; thence running 5. along line of lands now or formerly of The Grasselli Chemical Company and parallel with the second course of this description, N. 64° 37' W. 984.02 feet to a point; thence running 6. still along line of lands now or formerly of The Grasselli Chemical Company and parallel with the first course of this description, N. 68° 45' W. 244.20 feet to a point in the aforesaid easterly right of way line of the Sound Shore Railroad, thence running 7. Along said easterly right of way line of the Sound Shore Railroad, on a curve curving toward the southeast with a radius of 1407.69 feet a distance of 106.30 feet to the place of Beginning. Containing 2.811 Acres.

Excepting and Reserving therefrom the right and easement reserved to The Grasselli Chemical Company by instrument dated October 20, 1928 and recorded on March 7, 1929 in the office of the Register of the County of Union, New Jersey in Book 1165 of Deeds on pages 582 etc., but only to the extent that the same may be in force and effect and may affect the premises above described.

The foregoing parcels numbered 1 and 2 are the same premises that were conveyed by The Grasselli Chemical Company to Grasselli Dyestuff Corporation by deed dated October 20, 1928 and recorded in the office of the Register of the County of Union, New Jersey, on March 7, 1929 in Book 1165 of Deeds on pages 582, etc., said Grasselli Dyestuff Corporation being later known as General Aniline Works, Inc.,

Tract 3: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 ft. in width), and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands now or formerly of The Grasselli Chemical Company and land now or formerly of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69', a distance of 309.50 feet to an iron pipe, the real place of beginning, thence running 1. along the line of lands conveyed to the Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, and described in said deed as Tract # 1 North 52° 18' West 57.20' to an iron pipe, thence running 2. still along the line of said tract #1 North 15° 5' East 1908.50' to an iron pipe, thence running 3. South 74° 55' East 50' to an iron pipe in the westerly right of way line of the Sound Shore Railroad, thence running 4. along the westerly right of way line of the Sound Shore Railroad South 15° 5' West 1840.54' to an iron pipe, the beginning of a curve to the southwest, thence running 5. still along the westerly right of way line of the Sound Shore Railroad upon a curve to the Southwest having a radius of 1457.69', 90' to the point of Beginning, Containing 2.204 Acres, more or less.

Tract 4: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 ft. in width), and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company and lands now or formerly of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69', a distance of 309.50 feet to an iron pipe, thence still along the westerly right of way line of the Sound Shore Railroad and still upon said curve 90 feet to a point; thence North 15° 5' East, 1840.54' to an iron pipe in said right of way line; thence leaving said right of way line North 74° 55' West 50 feet to an iron pipe; thence North 15° 5' East 300' to a point; thence North 74° 55' West 775' to a point in the line of lands conveyed to the Grasselli Dyestuff Corporation, by The Grasselli Chemical Company by deed dated October 20, 1928, and described in said deed as Tract # 1. North 74° 55' West 257.40' to an iron pipe, the real place of Beginning, thence running 1. North 74° 55' West 257.40' to an iron pipe, thence running 2. North 88° 11' 30" West 1691.40' to an iron pipe, thence running 3. South 50° 45' West 541.57' to an iron pipe, the beginning of a curve to the left having a radius of 100', thence running 4. along said curve 179.86' to an iron pipe, thence running 5.

South 52° 18' East 1491.17' to an iron pipe, corner to lands conveyed in said Tract #1, thence running with the line of lands conveyed in said Tract #1 North 15° 5' East 1227.50' to an iron pipe; thence running 6. still along the line of lands conveyed in said tract #1, South 74° 55' East 800.00' to an iron pipe, thence running 7. still along the line of lands conveyed in said tract #1 North 15° 5' East 325.00' to the point of Beginning, Containing 35.200 Acres.

Excepting and reserving therefrom the right and easement reserved to The Grasselli Chemical Company by instrument dated October 20, 1928 and recorded on March 7, 1929 in the office of the Register of the County of Union, New Jersey, in Book 1165 of Deeds on pages 576 etc. but only to the extent that the same may be in force and effect and may affect the premises above described.

The foregoing parcels numbered 3 and 4 are the same premises that were conveyed by The Grasselli Chemical Company to Grasselli Dyestuff Corporation by deed dated October 20, 1928 and recorded in the office of the Register of the County of Union, New Jersey on March 7, 1929 in Book 1165 of Deeds on pages 576 etc., said Grasselli Dyestuff Corporation being later known as General Aniline Works, Inc.,

Subject as to said parcels, 1, 2, 3, and 4 to covenants, agreements and restrictions in former instruments of record, if any, a portion of said premises being also subject to a certain lease to Plaskon Co., Inc.,

Also, all that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Summit, County of Union and State of New Jersey, bounded and described as follows:

Beginning in the Westerly line of Lenox Avenue, at a point therein distant Northerly one thousand four hundred fifty (1450) feet from the intersection of said Westerly line of Lenox Avenue with the Northerly line of Springfield Avenue, said beginning point being also the point of intersection of the dividing line between the lot hereby conveyed and the land now or late of Irving H. Taylor; thence (1) North sixty (60) degrees thirty-eight (38) minutes West one hundred eighty-two feet and eighty-four hundredths of a foot (182.84) to a monument; thence 2. North twenty-seven (27) degrees twenty-six (26) minutes East one hundred (100) feet to a point; thence (3) South seventy-seven (77) degrees thirty-one (31) minutes East one hundred forty-four feet and twenty hundredths of a foot (144.20) to said Westerly line of Lenox Avenue; thence (4) along the Westerly line of Lenox Avenue South ten (10) degrees forty-one (41) minutes West one hundred fifty (150) feet to point or place of beginning.

Subject to covenants and restrictions contained in five deeds recorded in the office of the Register of the County of Union in Deed Book 407 at page 158, Deed Book 400 at page 218, Deed Book 576 at page 400, Deed Book 991 at page 1 and Deed Book 991 at page 3, but only to the extent that the same may be in force and effect and may affect the above described premises.

Subject Also to a certain mortgage dated April 25, 1925 and recorded on April 29, 1925 in said Register's office in Book 710 of Mortgages, at page 237 thereof, now held by the Trustees of the Theological Seminary of the Presbyterian Church at Princeton, State of New Jersey.

Subject Also to a certain lease of said premises to Edward A. Sroll.

Being the same premises described in and conveyed by a certain deed dated December 30, 1933 made by Carl Pretzell and Elizabeth Pretzell, his wife to General Aniline Works, Inc., and recorded in said Register's office on December 30, 1933 in Book 1280 of Deeds on pages 319, etc.

Together with all and singular the tenements, hereditaments, and appurtenances to the same belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

Also all the estate, right, title, interest, property, possession, claim and demand whatsoever of the party of the first part, of, in and to the same and of, in and to every part and parcel thereof with the appurtenances;

Also, all the right, title and interest of the party of the first part in and to the land lying in the bed of any streets or avenues adjoining the above described premises.

To have and to hold all and singular the above described lands and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever, subject as aforesaid.

And the said party of the first part, for itself, its successors and assigns, does covenant and grant to and with the party of the second part, its successors and assigns, that it, the said party of the first part, is the true, lawful and right owner of all and singular the above described lands and premises and of every part and parcel thereof, with the appurtenances thereunto belonging, and that the said lands and premises, or any part thereof, at the time of the sealing and delivery of these presents are not encumbered by any mortgage, judgment or limitation or by

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may be changed, charged, altered or defeated in any way whatsoever, except

And Also, that the said party of the fir
has good right, full power and lawful authority, to grant, bargain, sell and
said lands and premises, in manner aforesaid.

And Also, that the said party of the fir
warrant, secure and forever defend the said lands and premises unto the sai
second part, its successors and assigns forever, against the lawful claims
of all and every person and persons freely and clearly freed and discharge
all manner of encumbrances whatsoever, except as aforesaid.

In Witness Whereof, the party of the fir
General Aniline & Film Corporation, has caused this indenture to be signed
President and its corporate seal to be hereunto affixed and attested by it
on the day and year first above wirtten.

Attest:
H. Aickelin,
Secretary.

General Aniline & Film Corpo
By, R. Hutz,
President.

(Seal)(General Aniline & Film Corpora
Incorporated State of Delaware, 19

State of New York :
County of New York :SS:

Be it remembered, that on this 31st day of Octobe
of our Lord, One Thousand Nine Hundred thirty-nine, before me the subscri
Public of the State of New York, personally appeared H. Aickelin, who bein
sworn according to law, on his oath, doth depose and say; That he is the
General Aniline & Film Corporation, a corporation of the State of Delaware
first part in the foregoing indenture named and that he well knows the cor
of said corporation; that the seal affixed to said indenture is the corpor
said corporation; that said seal was so affixed and said indenture signed
in pursuance of a resolution of the board of directors of said corporation
unanimous consent of all of the stockholders thereof and by R. Hutz, who
of the execution of said indenture the President of said corporation, and
the said R. Hutz, as such President affix said seal thereunto and sign and
indenture and heard him declare that he signed, sealed and delivered the
voluntary act and deed of said corporation pursuant to said resolution of
directors and with the unanimous consent of all of its stockholders, and
ent signed his name thereto at the same time as subscribing witness.
Subscribed and sworn to before me, a Notary
Public of the State of New York, at the City,
County and State of New York the day and year
first above written.

Charles R. Maxwell, Jr. (Seal)
Notary Public, New York County,
N.Y.Co. Clk's No. 303, Reg. No. 1-M-322
Commission Expires March 30, 1941.

State of New York :
County of New York :SS: No. 10962

I, Archibald R. Watson, Clerk of the County of
also Clerk of the Supreme Court for the said County, the same being a Cou
having a seal, Do hereby certify, that Charles R. Maxwell, Jr., whose nam
to the deposition or certificate of the proof or acknowledgment of the an
and thereon written, was, at the time of taking such deposition, or proof
ment, a Notary Public in and for such County, duly commissioned and sworn
by the laws of said State to take depositions and to administer oaths to
Court of said State and for general purposes; and also to take acknowledg
of deeds, of conveyances for land, tenements or hereditaments in said Sta
And further, that I am well acquainted with the handwriting of such Notary
verily believe that the signature to said deposition or certificate of pr
ment is genuine.

In Testimony Whereof, I have hereunto set my
the seal of the said Court and County, the 31 day of Oct, 1939.

Archibald R. Watson,

Rec'd. Nov. 1, 1939
At 11:09 A.M. No. 7597
Recorded at the request of F.W. Hubby.

any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made for the above described lands and premises, can or may be changed, charged, altered or defeated in any way whatsoever, except as aforesaid,

And Also, that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said lands and premises, in manner aforesaid.

And Also, that the said party of the first part will warrant, secure and forever defend the said lands and premises unto the said party of the second part, its successors and assigns forever, against the lawful claims and demands of all and every person and persons freely and clearly freed and discharged of and from all manner of encumbrances whatsoever, except as aforesaid.

In Witness Whereof, the party of the first part, said General Aniline & Film Corporation, has caused this indenture to be signed by its President and its corporate seal to be hereunto affixed and attested by its Secretary on the day and year first above written.

Attest:

H. Aickelin,
Secretary.

General Aniline & Film Corporation,

By, R. Hutz,
President.

(Seal)(General Aniline & Film Corporation,
Incorporated State of Delaware, 1924)

State of New York :
County of New York :SS:

Be it remembered, that on this 31st day of October, in the year of our Lord, One Thousand Nine Hundred thirty-nine, before me the subscriber, a Notary Public of the State of New York, personally appeared H. Aickelin, who being by me duly sworn according to law, on his oath, doth depose and say; That he is the Secretary of General Aniline & Film Corporation, a corporation of the State of Delaware party of the first part in the foregoing indenture named and that he well knows the corporate seal of said corporation; that the seal affixed to said indenture is the corporate seal of said corporation; that said seal was so affixed and said indenture signed and delivered in pursuance of a resolution of the board of directors of said corporation and with the unanimous consent of all of the stockholders thereof and by R. Hutz, who was at the time of the execution of said indenture the President of said corporation, and that he saw the said R. Hutz, as such President affix said seal thereunto and sign and deliver said indenture and heard him declare that he signed, sealed and delivered the same as the voluntary act and deed of said corporation pursuant to said resolution of its board of directors and with the unanimous consent of all of its stockholders, and that this deponent signed his name thereto at the same time as subscribing witness.

Subscribed and sworn to before me, a Notary Public of the State of New York, at the City, County and State of New York the day and year first above written.

Charles R. Maxwell, Jr. (Seal)

Notary Public, New York County,
N.Y.Co. Clk's No. 303, Reg. No. 1-M-322
Commission Expires March 30, 1941.

State of New York :
County of New York :SS: No. 10962

I, Archibald R. Watson, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, Do hereby certify, that Charles R. Maxwell, Jr., whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of Oct, 1939.

Archibald R. Watson, (Seal)
Clerk

Rec'd. Nov. 1, 1939
At 11:09 A.M. No.7597
Recorded at the request of F.W. Hubby.

STATE OF NEW JERSEY] ss.
UNION COUNTY]

I, RALPH FROEHLICH, Sheriff of the County of Union, do solemnly swear that the real estate described in this deed made to Corestate New Jersey National Bank, Successor by merger with New Brunswick Savings Bank, 120 Albany Street Plaza, New Brunswick, N.J. 08903-0831

was by me sold by virtue of a good and subsisting execution (or as the case may be) as is therein recited, that the money ordered to be made has not been to my knowledge or belief paid or satisfied, that the time and place of the sale of said real estate were by me duly advertised as required by law, and that the same was cried off and sold to a bona fide purchaser for the best price that could be obtained and the true consideration for this conveyance as set forth in the deed is \$ 100.00

Ralph Froehlich (LS)
RALPH FROEHLICH, Sheriff

Sworn before me, a Notary Public of the State of New Jersey, on this 14th day of MARCH A.D. 1995, and I having examined the deed above mentioned do approve the same and order it to be recovered as a good and sufficient conveyance of the real estate therein described.

STATE OF NEW JERSEY] ss.
UNION COUNTY] SHIRLEY A. MITCHELL
NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES MARCH 8, 1997

On this 14th day of MARCH in the year of our Lord, One Thousand Nine Hundred and Ninety-FIVE before me, the subscriber, as a Notary Public of said State, personally appeared RALPH FROEHLICH, Sheriff of the County of Union aforesaid who is, I am satisfied, the grantor in the within Indenture named, and I having first made known to him the contents thereof, he did thereupon acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purpose therein expressed.

RALPH FROEHLICH SHERIFF

TO

Corestate New Jersey National Bank
Successor by merger with
New Brunswick Savings Bank
120 Albany Street Plaza
New Brunswick, N.J. 08903-0831

Received in the Register's Office of the County

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Deeds for said County, page

Consideration

Dated, MARCH 14, 1995

Register

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CLIP

Randy Gorman
ZUCKER, GOLDBERG, BECKER & ACKERMAN
1133 Spruce Drive
P.O. Box 1024
Mountainside, N.J. 07092

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DECLARATION OF ENVIRONMENTAL RESTRICTIONS

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JOANNE NAJOPPI
REGISTER

Prepared by:

Suzanne E. Blanchard
Suzanne E. Blanchard, Esquire

This Declaration of Environmental Restrictions, made as of the 23rd day of SEPTEMBER 1994, by LCP Chemicals New Jersey, A Division of Hanlin Group, Inc. (formerly LCP Chemicals & Plastics, Inc.) of Raritan Plaza II, Raritan Center, Edison, New Jersey 08818, together with its successors and assigns (collectively "Owner").

WITNESSETH:

WHEREAS, Owner is the owner in fee simple of certain real property (the "Property") designated as Lot 3, Block 587 on the tax map of the City of Linden, Union County, more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the New Jersey Department of Environmental Protection and Energy ("Department") has issued a remedial approval in ECRA/ISRA Case Number 90367, Linde Gases of the Mid-Atlantic, concerning the Property in which the Department has approved the use of nonresidential soil standards, institutional controls, and engineering controls in accordance with P. L. 1993 c. 139 (S-1070); and

WHEREAS, this Declaration itself is not intended to create any interest in real estate in favor of the Department, nor to create a lien or encumbrance against the Property, but merely is intended to reflect the regulatory and statutory obligations imposed as a condition of using nonresidential standards; and

WHEREAS, the area described on Exhibit B attached hereto and made a part hereof (the "Identified Area") contains contaminants;

WHEREAS, the type, concentration and specific location of the contaminants are described on one or more diagrams, maps and/or tables on Exhibit B attached hereto and made a part hereof; and

WHEREAS, to prevent the potential for unacceptable risk of exposure to the contamination of humans or the environment, the Identified Area is and will remain paved, and the location of the paving is shown in Exhibit B; and

WHEREAS, in accordance with the remedial approval, and in consideration of the terms and conditions of the remedial approval, and other good and valuable consideration Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose

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restrictions upon the use of the Property, and to restrict certain activities at the Property, as set forth below; and

WHEREAS, Owner intends to notify all interested parties that such regulatory and statutory restrictions shall be binding upon and enforceable against Owner and Owner's successors and assigns while such own and/or operate at the Property.

NOW, THEREFORE, Owner agrees to be subject to the regulatory and statutory requirements applicable to those who seek to remediate property to nonresidential direct contact soil cleanup criteria and hereby notifies all interested parties, owners, and operators that the applicable regulations and statutes require of Owner and operators while owning or operating the Property as follows:

1. RESTRICTED USES.

(a) Owner, and all operators of the Identified Area (as described on Exhibit B), shall allow only nonresidential use of such Identified Area.

2. WRITTEN APPROVAL FOR PROJECTS INVOLVING ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES AT THE IDENTIFIED AREAS. Owner and operators shall not make, nor allow to be made, any alteration, improvement, or disturbance in, to, or about the Identified Area which creates an unacceptable risk of exposure to contamination to humans or the environment, or results in a disturbance of any engineering control designed to contain or reduce exposure to the contaminants, without first obtaining the express written consent of the Department, which consent shall be given or withheld at the reasonable discretion of Department. Nothing herein shall constitute a waiver of the Owner's obligation to comply with all applicable laws and regulations.

3. EMERGENCY PROJECTS. In the event of an emergency which presents a significant risk to human health, safety, or the environment, the application of Paragraph 2 above may be unilaterally suspended by the Owner, provided the Owner:

- (a) Immediately notifies the Department of the emergency;
- (b) Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;
- (c) Implements all measures necessary to limit actual or potential, present or future risk of exposure to the residual contamination to humans or the environment; and
- (d) Implements restoration of the disturbed areas to the preemergency conditions to the extent reasonably possible, and provides a report to the Department of such emergency efforts.

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4. EXEMPTED PROJECTS. Express written consent of the Department is not required for any alteration, improvement, or disturbance that:

(a) provides for restoration of any disturbance of an engineering control to pre-disturbance conditions within sixty days of completion of the project causing such disturbance, and

(b) does not create contaminant levels above those specified in Exhibit B, provided that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance.

5. NOTICE TO LESSEES AND OTHER HOLDERS OF PROPERTY INTERESTS.

(a) Owner shall cause all leases, grants, and other written transfers of interest by the Owner in the Property to contain a provision expressly requiring all holders thereof to take the Property subject to the use restriction and not to violate any of the conditions of this Declaration of Environmental Restrictions.

(b) Nothing contained in this paragraph 5 shall be construed as limiting any obligation of Owner to provide any notice required by any law, regulation, or order of any governmental authority.

6. ENFORCEMENT OF VIOLATIONS. The restrictions provided herein are for the benefit of the Department and shall be enforceable against any person who knowingly violates this Declaration, solely by the Department. A violation of this Declaration of Environmental Restrictions shall not have an adverse impact on the status of the ownership of and title to the Property. To enforce violations of this Declaration of Environmental Restrictions, the Department may initiate an action in Superior Court or as otherwise allowed by law against any person who is in any way responsible for a violation hereof and seek all available remedies, including without limitation, penalties and injunctive relief. Such enforcement proceedings shall not be initiated against past Owners or operators who have not violated this Declaration.

7. SEVERABILITY. If any court or other tribunal determines that any provision of this Declaration is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event that the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this Declaration shall remain in full force and effect.

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8. SUCCESSORS AND ASSIGNS. This Declaration shall be binding upon Owner and upon Owner's successors and assigns, and the Department, its agents, contractors, and employees, and to any other person performing remediation under the direction of the Department.

9. TERMINATION AND MODIFICATION.

(a) This Declaration shall terminate only upon filing of an instrument, executed by the Department, in the office of the Register of Deeds and Mortgages of Union County, New Jersey, expressly terminating this Declaration.

(b) Owner may request in writing at any time that the Department modify or terminate this Declaration of Environmental Restrictions or execute termination proceedings based on, for example, the Owner's proposal that the property does not pose an unacceptable risk to human health or the environment. Within 90 calendar days after receiving the request the Department shall either:

- i. execute the termination or modification of this Declaration; or
- ii. issue a draft notice of intent to deny.

The Department shall set forth in a draft notice of intent to deny the request its basis for its decision. The Owner can respond to the draft denial by providing new or additional information or data. The Department shall review any such new or additional information and issue a final decision to execute the agreement or deny the request within 60 calendar days of the Department's receipt of the Owner's response.

IN WITNESS WHEREOF, Owner has executed this Declaration as of the date first written above.

ATTEST:

LCP CHEMICALS NJ,
A DIVISION OF HANLIN
GROUP, INC.

By: AMH Acting CEO
RANDALL HANSEN, ACTING CHIEF
EXECUTIVE OFFICER

By:

STATE OF NEW JERSEY
COUNTY OF UNION SS.:

I certify that on 23, 1994, RANDALL HANLIN personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Acting Chief of Hanlin Group, Inc., the corporation named in this document;
EXECUTING OFFICER
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the president of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act and was duly authorized;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn before me on this 23rd
day of September, 1994.

Lynne C. Wagner
Notary Public

LYNNE C. WAGNER
A Notary Public of New Jersey
My Commission Expires October 19, 1998

DB4228-0130

DB4228-0131

Exhibit A

Description of Property to be Conveyed
to Linden Chlorine Products, Inc.
by GAF Corporation
City of Linden, Union County, New Jersey

BEGINNING at the terminus of the Second Course of the Second Tract in a deed from Central Railroad Company of New Jersey to General Aniline & Film Corporation dated January 19, 1967, and recorded on January 20, 1967 in Deed Book 2794 on Page 745 in the Union County Register's Office; Thence

- (1) North 58°-57'-30" East, seventeen feet (17.00) to a point; Thence
- (2) North 31°-02'-30" West, three hundred ten feet and fifty eight one-hundredths of a foot (310.58) to a point;
- Thence (3) North 28°-58'-40" West, eighty seven feet and seven one-hundredths of a foot (87.07) to a point of curve;
- Thence (4) Curving to the right along a curve having a Radius of three hundred forty feet and ninety one one-hundredths of a foot (340.91) an arc distance of one hundred fifty three feet and twenty five one-hundredths of a foot (153.25) to a point of tangency;
- Thence (5) North 3°-13'-20" West, sixty nine feet and thirty two one-hundredths of a foot (69.32) to a point;
- Thence (6) Curving to the right along a curve having a Radius of one thousand four hundred seven feet and sixty nine one-hundredths of a foot (1,407.69) an arc distance of one hundred ninety five feet and seventy one one-hundredths of a foot (195.71) to a point;
- Thence (7) North 75°-50'-28" East, two hundred nineteen feet and seventy four one-hundredths of a foot (219.74) to a point;
- Thence (8) South 64°-52'-17" East, nine hundred eighty three feet and twelve one-hundredths of a foot (983.12) to a point in the Pierhead and Bulkhead line of the Arthur Kill;
- Thence (9) North 2°-42'-17" West, along the said Pierhead and Bulkhead line of the Arthur Kill, eighty six feet and forty one-hundredths of a foot (86.40) to a point;
- Thence (10) North 18°-11'-43" East, continuing along the said Pierhead and Bulkhead line of the Arthur Kill, forty three feet and ninety two one-hundredths of a foot (43.92) to a point;
- Thence (11) North 64°-52'-17" West, six hundred five feet and twenty seven one-hundredths of a foot (605.27) to a point of curve;
- Thence (12) Curving to the right along a curve having a Radius of two hundred fifty feet (250.00) an arc distance of one hundred ninety five feet and forty two one-hundredths of a foot (195.42) to a point of tangency;
- Thence (13) North 20°-05' West, five hundred seventy five feet and one one-hundredth of a foot (575.01) to a point;
- Thence (14) North 74°-55' West, two hundred six feet and nineteen one-hundredths of a foot (206.19) to a point;

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- Thence (15) North 15°-05' East, one hundred sixty four feet and forty one-hundredths of a foot (164.40) to a point;
- Thence (16) North 74°-52' West, three hundred seventy two feet and ten one-hundredths of a foot (372.10) to a point;
- Thence (17) North 15°-17' East, forty four feet and fifty nine one-hundredths of a foot (44.59) to a point;
- Thence (18) North 74°-55' West, twenty seven feet and eighty four one-hundredths of a foot (27.84) to a point;
- Thence (19) South 64°-23'-30" West, one hundred thirty three feet and twenty eight one-hundredths of a foot (133.28) to a point;
- Thence (20) South 15°-46' West, one hundred three feet (103.00) to a point;
- Thence (21) North 87°-03'-11" West, forty one feet and eighty nine one-hundredths of a foot (41.89) to a point;
- Thence (22) North 75°-25' West, seventy five feet and fifty four one-hundredths of a foot (75.54) to a point;
- Thence (23) North 54°-56' West, one hundred seventeen feet and forty seven one-hundredths of a foot (117.47) to a point;
- Thence (24) North 79°-38'-10" West, two hundred thirty three feet and eighty three one-hundredths of a foot (233.83) to a point;
- Thence (25) North 82°-00'-12" West, ninety four feet and sixty seven one-hundredths of a foot (94.67) to a point;
- Thence (26) South 37°-56' West, three hundred feet (300.00) to a point in the Sixth Course of the First Tract in the recorded deed mentioned hereinbefore;
- Thence (27) South 52°-18' East, along part of said Sixth Course in the recorded deed mentioned hereinbefore, seven hundred eighty two feet and forty two one-hundredths of a foot (782.42) to a point;
- Thence (28) South 46°-03'-10" East, along the Seventh Course in the recorded deed mentioned hereinbefore, five hundred twenty two feet and seventy seven one-hundredths of a foot (522.77) to a point;
- Thence (29) South 31°-07'-30" East, three hundred twenty feet and sixty five one-hundredths of a foot (320.65) to a point;
- Thence (30) South 58°-52'-30" West, two feet and ninety six one-hundredths of a foot (2.96) to point;
- Thence (31) South 31°-02'-30" East, five hundred thirty feet (530.00) to the point and place of BEGINNING.

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Easements and Other Agreements

Reservation by Central Railroad of New Jersey of the right of ingress and egress in common with GAF Corporation and others, over a 24 foot wide driveway, in Deed Book 2356, Page 634, in Union County. Union Carbide and Carbon Corporation (Linde Division) has been granted a right to use said driveway.

Grant of easement to Elizabethtown Water Company, in Deed Book 2739, Page 990, and in Deed Book 2917, Page 226, in Union County, New Jersey.

Grant of easement to Elizabethtown Consolidated Gas Company in Deed Book 2608, Page 138, and in Deed Book 2611, Page 213, in Union County, New Jersey.

Grant of right of way and easement to City of Linden, in Deed Book 533, Page 233, Deed Book 533, Page 589, Deed Book 588, Page 499, and relocated in Deed Book 2681, Page 225, Deed Book 2924, Page 209, and Deed Book 2946, Page 162, in Union County, New Jersey.

Sidetrack agreements and the operating agreement between The Central Railroad Company of New Jersey and General Aniline & Film Corporation, in Deed Book 2795, Page 925. The parties understand that sidetrack agreements and operating agreement or agreements are being prepared by The Railroad Company to cover railroad tracks on respective lands of parties.

Grant to Linden Roselle Sewerage Authority in Deed Book 1898, Page 168, in Union County, New Jersey.

Grants of rights of way to Elizabethtown Water Company for 12 inch water line along and east of former Sound Shore Railroad Company. (Not recorded.)

Grant to Union Carbide and Chemical Company of a right of way for a nitrogen pipeline, dated November 3, 1967, recorded January 2, 1968, in Deed Book 2821, Page 929.

Railroad License Agreement and Road Agreement in Deed Book 1847, Page 79, in Union County, New Jersey.

Rights granted to the Linden Roselle Sewerage Authority for a 24 inch force main and 30 inch storm sewer.

Agreements, dated January 17, 1956, April 6, 1970 and January 27, 1971, with Public Service Company of New Jersey relating to certain encroachments and for rights to install electric lines and to install road lighting on poles along the road and in the area of the substation.

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Lease agreement with Union Carbide & Carbon Corporation dated March 22, 1957 as amended and grant of easement rights to Union Carbide & Carbon Corporation for hydrogen, steam, brackish water, fresh water pipelines and sewer lines. (Not recorded.)

The rights, easements and rights of way granted pursuant to the Agreement of June 16, 1972 between the parties and to be executed at the Closing.

Easement Agreement with Central Railroad of New Jersey in Deed Book 2771, Page 858, in Union County.

Easement Agreement with Sinclair Refining Company in Deed Book 2802, Page 542, in Union County.

Assignment Agreement in Deed Book 2802, Page 839, in Union County.

Pipeline Easement in Deed Book 2821, Page 929, in Union County.


Grant to Elizabethtown Gas Company in Deed Book 2909, Page 697, in Union County.

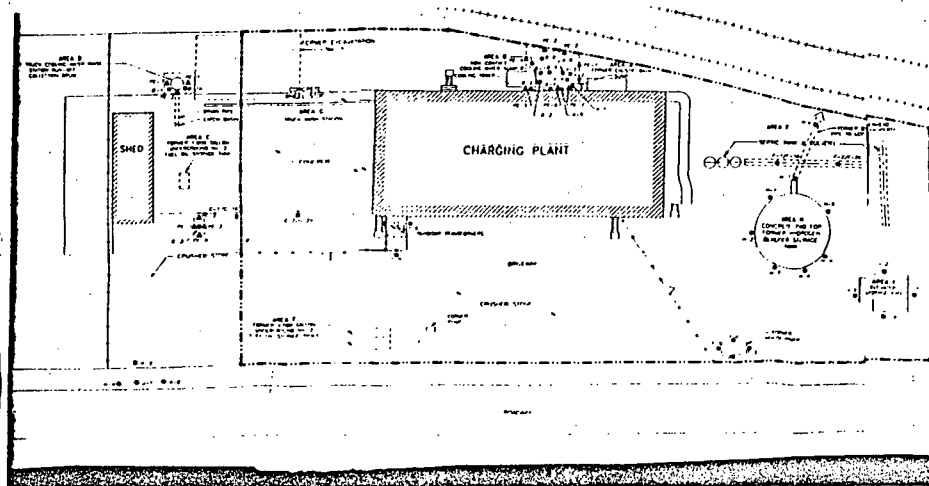
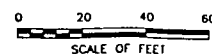
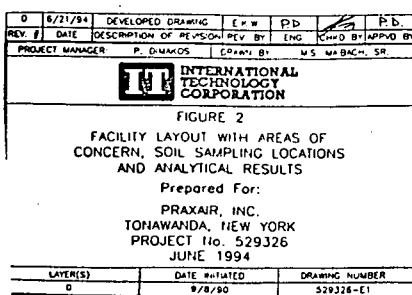
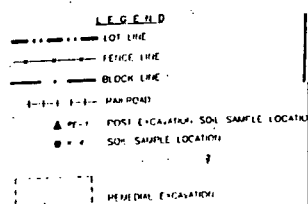
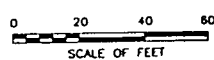
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1988

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C 14 12/24	SEASONED LOGS	EX #	PD	P.L.
REF # DATE	12/24/84	BY	12/24/84	12/24/84
PROJECT NAME	W. 24th St.	Drawn By	M. MADACH	SD
 INTERNATIONAL TECHNICAL CORPORATION				
FIGURE 2				
FACILITY LAYOUT WITH AREAS OF CONCERN, SOIL SAMPLING LOCATIONS AND ANALYTICAL RESULTS Prepared For: PRAKXAIR, INC. TOHAWKA, NEW YORK PROJECT NO. 529326 JUNE 1994				
LAYER(S)		DATE ANALYZED		DRAWING NUMBER
0		7/8/89		529326-E1



JB4228-0138

Suzanne E. Blanchard, Esq.
COHEN, SHAPIRO, POLISHER, SHIEKMAN AND COHEN
Princeton Pike Corporate Center, Bldg. 4
1009 Lenox Drive
Lawrenceville, New Jersey 08648

1111493

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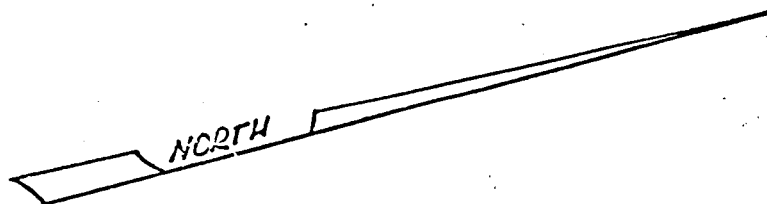
SAMPLING DATE												JUNE 3 & 4, 1991	
SAMPLE POINT	A-2	A-3	A-3	A-4	A-5	A-5	A-5	A-5	A-6	A-6	FIELD BURN	FIELD BURN	
SAMPLE DEPTH	0-0.5'	0-0.5'	0-0.5'	0-0.5'	0-0.5'	0-0.5'	0-0.5'	0-0.5'	0-0.5'	0-0.5'			
PERCENT FINE	76	36	120	96	140	31	71	78	126	17			
WATER	5.0	200	6.0	200	6.0	81	60	28	1	370			
GRAVEL	3.7	1.7	3.3	1.0	4.7	13	13	13	13	13			
SAND	0.87	7.1	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0			
SILT	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60			
CLAY	7.000	8.000	9.000	10.000	9.000	10.000	9.000	10.000	9.000	10.000			
WATER	11.000	11.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000			
GRAVEL	0.2	0.5	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97			
SAND	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80			
SILT	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SAND	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
SILT	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
CLAY	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
WATER	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2			
GRAVEL	0.2	0.2											

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END OF DOCUMENT

DB4228-0140



EX 299500 311

BRITISH
PETROLEUM
LOT 36

PRIVATE ROAD
TO TREMLEY
POINT ROAD

AVENUE B (to private road)

GAF CORP.
LOT 35A
8.657 ACRES

LINDEN CHL
PRODUCTS
LOT 37P

LOT 3
LINDEN CHL
PRODUCTS

50' WIDE R.O.
FOR PIPELINE
ROADWAY

PROPOS

2905 312

BLOCK 460

GAF CORP
LOT 37B

LINDEN CHLORINE
PRODUCTS INC.
LOT 37P

LOT 67 BLOCK 460 (FORMERLY SOUTH CHC OF

AVENUE B (a private road)

LOT 37P

LINDEN CHLORINE
PRODUCTS INC.

60 WIDE
ACCESS ROAD
CASEMENT

GAF CORP.

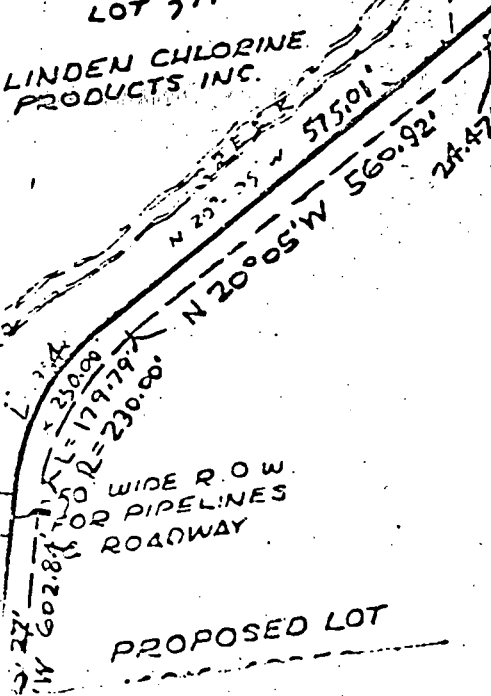
BLOCK 460

E.I. DUPONT DE
COMPANY
LOT 37

WIDE R.O.W.
FOR PIPELINES
ROADWAY

PROPOSED LOT

EX 2995 PG 313



I HEREBY CERTIFY THAT
PROVISIONS OF CHAPTER .
THAT IT HAS BEEN APPROVED
THE REGISTER OF UNION .
THE CITY COUNCIL OF THE
CERTIFICATION SHALL EXPIRE
FILED WITH THE SAID REGI

MUNICIPAL CLERK OF THE C

(FORMERLY SOUTH SHORE BRANCH
OF C. & D. S.)

460

E. I. DUPONT DE NEMOURS
COMPANY INC.

LOT 37C

I HAVE CAREFULLY
CONFORMS WITH THE PI
LAW' AND THE MUNICI
APPLICABLE THERETO.

John G. Zinn
MUNICIPAL ENG

EX299500 314

HEREBY CERTIFY THAT THIS MAP COMPLIES WITH THE
PROVISIONS OF CHAPTER 141 P.L. 1960 AND FURTHER CERTIFY
IT HAS BEEN APPROVED FOR FILING IN THE OFFICE OF
REGISTER OF UNION COUNTY BY THE 'PROPER AUTHORITY',
CITY COUNCIL OF THE CITY OF LINDEN, N.J. THIS
CERTIFICATION SHALL EXPIRE IF THIS MAP IS NOT PROPERLY
FILED WITH THE SAID REGISTER ON OR BEFORE:

MUNICIPAL CLERK OF THE CITY OF LINDEN

DATED

HAVE CAREFULLY EXAMINED THIS MAP AND FIND IT
CONFORMS WITH THE PROVISIONS OF 'THE MAP FILING
ACT' AND THE MUNICIPAL ORDINANCES AND REQUIREMENTS
APPLICABLE THERETO.

Joe Q. Ziemian
MUNICIPAL ENGINEER

1/30/73
DATED

EX-2995PC 315

SIC - Blank

BRITISH
PETROLEUM

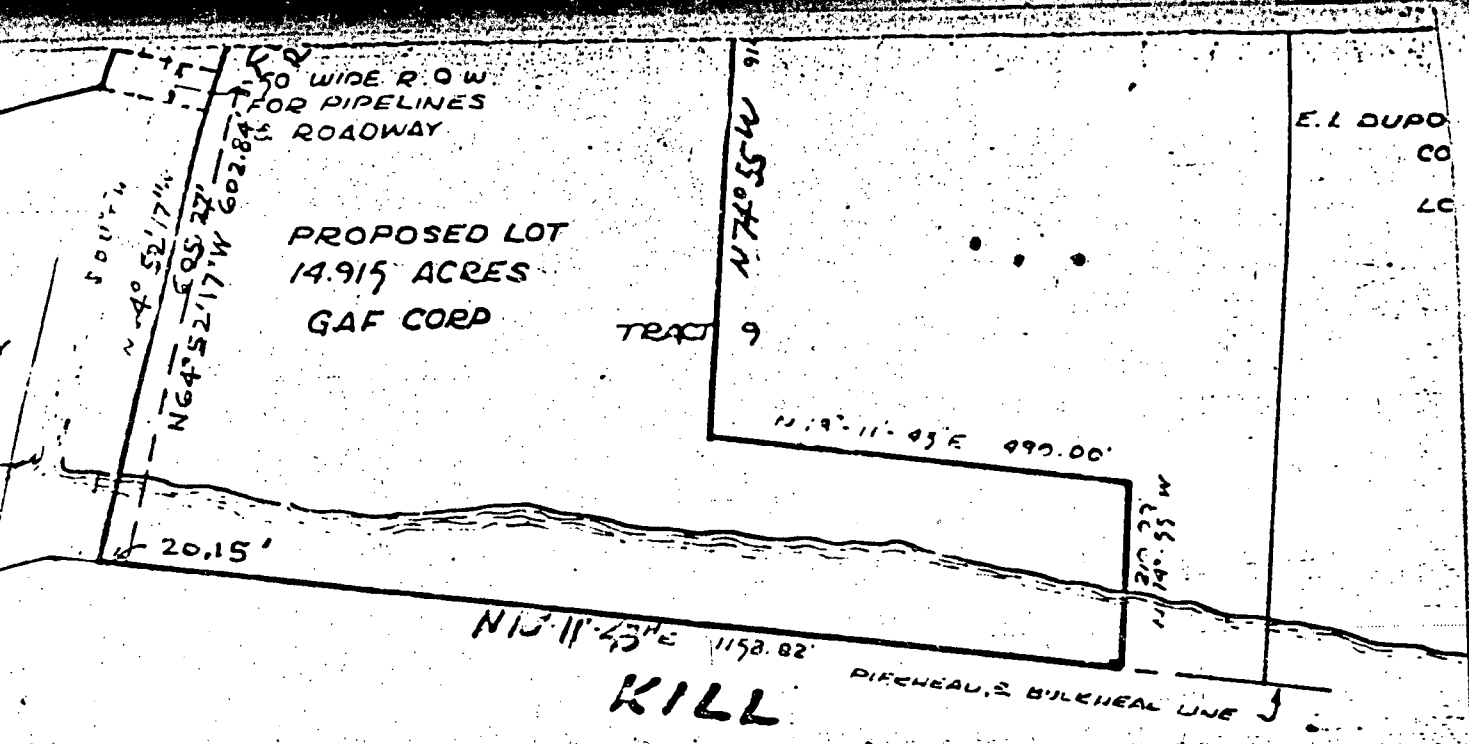
LOT 35

LOT 35B
LINDEN ROSELLE
SEWERAGE AUTHORITY

ARTHUR

PR
14.
G

29950 317



THIS SKETCH PLAT APPROVED BY

_____	_____
DATE	MAYOR
_____	_____
DATE	CITY CLERK
_____	_____
DATE	CHAIRMAN - SUBDIVISION COMMITTEE

E. I. DUPONT DE NEMOURS
COMPANY INC.

LOT 37C

John Q. Ziemer
MUNICIPAL

I HEREBY CERT
BEEN MADE UNDER
WITH THE PROVISION

John Q. Ziemer

RE & L.S. N.

REV. DECEMBER 8, 1972
REV. NOVEMBER 1, 1972

SCALE

029950 319

Wm. Q. Zimmerman
MUNICIPAL ENGINEER

1/30/73
DATED



HEREBY CERTIFY THAT THIS MAP AND SURVEY HAS
BEEN MADE UNDER MY SUPERVISION, AND COMPLIES
WITH THE PROVISIONS OF "THE MAP FILING LAW".

Wm. Q. Zimmerman
P.E. & L.S. No 9587

12/6/72
DATED



1-30-73

10-30-72

H. H. Linden
P.E.

**SKETCH PLAT
OF PROPOSED SUBDIVISION IN
CITY OF LINDEN
UNION COUNTY NEW JERSEY**

GRASSMANN, KREH & MIXER, INC.
ENGINEERS-SURVEYORS
UNION, NEW JERSEY

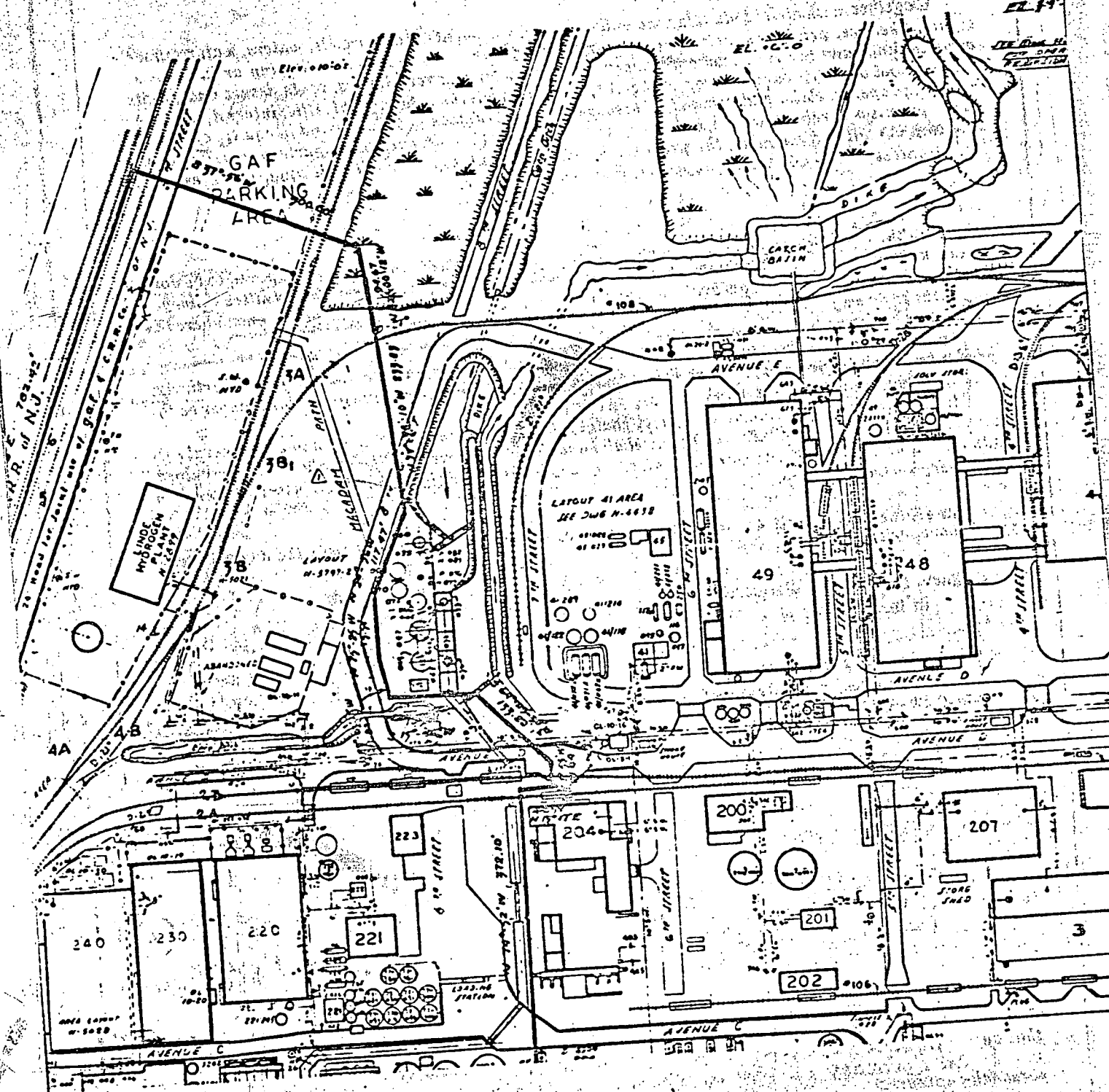
SCALE 1" = 200'

OCTOBER 20, 1972

129951 320

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BK2954PC 317



BK2954PC 318

319 = 308

320 = 309

321 = 310

322 = 311 = end of document

6/14/72

39378

AGREEMENT FOR DISCHARGE INTO FLUME AND OUTFALL DITCH

AGREEMENT made this 24th day of August, 1972,

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street, New York,
New York 10020 (herein called "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a Delaware
corporation, having an office care of Shanley &
Fisher, 570 Broad Street, Newark, New Jersey
(herein called "LCP");

W I T N E S S E T H:

In consideration of the payment of One (\$1.00) Dollar and
other good and valuable consideration, LCP grants to GAF, the
right to use a flume and outfall ditch located on LCP's property,
in the City of Linden, Union County, New Jersey, as indicated on
Exhibit D attached hereto, for the purpose of disposal of its waste-
water effluent into the Arthur Kill.

The parties both understand that their respective wastewater
effluents may both be discharged through the foregoing flume and
outfall ditch, sometime referred to as South Branch Creek, into
the Arthur Kill. Accordingly, each party shall be responsible for

COUNTY OF UNION	
CONSIDERATION	<u>None</u>
REALTY TRANSFER FEE	<u>Est. mpt</u>
DATE	<u>8-25-72</u> BY <u>[Signature]</u>

BN2954PC 340

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UNION COUNTY, N.J.
JUL 25 9 34 AM '72
BOOK 2954 PAGE 340
JAMES J. HANCOCK
REGISTER

the type and characteristics of wastewater effluent, if any, so discharged by it, for obtaining the necessary permits to discharge into the Arthur Kill and for compliance with all applicable rules, regulations and orders for pollution control of any governmental authority, local, state or federal, having jurisdiction thereof.

LCP shall be responsible for the proper maintenance of the flume and outfall ditch. GAF agrees to reimburse LCP for seventy-

five percent (75%) of said maintenance costs. Invoices for GAF's share of such maintenance costs shall be submitted at the end of each calendar quarter. Terms of payment shall be net thirty (30)

days. LCP upon request of GAF agrees to permit an independent auditing firm acceptable to LCP, during usual business hours, to examine LCP's records pertaining to the costs for maintenance of said ditch.

GAF, at its option, may at any time discontinue the use of the flume and outfall ditch.

If LCP, at its expense, elects to fill all or part of said outfall ditch, LCP may, at its option, on one (1) years prior notice, terminate GAF's right to discharge wastewater effluent into said outfall ditch subject, however, to GAF obtaining necessary governmental and other approvals to construct at another location on its land

BK2954PC 341

another outfall ditch for the purpose of discharging wastewater

effluent from the operation of its facilities. GAF shall have a

similar right to elect to fill, at its expense, part or all of the

said outfall ditch in which event GAF may in one (1) year notice

require LCP to make arrangements for discharge of its waste-

water effluent by pipeline or means other than discharge into the

outfall ditch subject, however, to LCP obtaining necessary

governmental or other approvals of such discharge by pipeline

or other means. When GAF ceases discharging wastewater

effluent into said outfall ditch its obligation to contribute to the

maintenance thereof shall terminate.

If at any time either GAF or LCP is the only party using
the outfall ditch such party shall bear one hundred (100%) percent
of the cost of maintaining said ditch.

This Agreement shall inure to the benefit of and shall be

binding upon GAF and LCP, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their
hands and seals the day and year first above written.

GAF CORPORATION

ATTEST:

By

Wm A. Best

B. J. Jones
Secretary

LINDEN CHLORINE PRODUCTS, INC.

ATTEST:

By

C. A. Housley
President

W. C. Calvert, Jr.
Assistant Secretary

BK2954PC 342

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared STANLEY B. FEUER who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the SECRETARY of GAF CORPORATION, one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by THOMAS A. DENT who was at the date and execution thereof, a VICE PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

Stanley B. Feuer
Stanley B. Feuer
Secretary

Sworn and subscribed before me,
the day and year above written.

Violet R. Roncace
Notary Public

VIOLET R. RONCACE
NOTARY PUBLIC, State of New York
No. 03-8632800
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

BY 2954PC 343

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared WILLIAM C. CALVERT, JR. who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the ASSISTANT SECRETARY of LINDEN CHLORINE PRODUCTS, INC., one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by C. A. HANSEN who was at the date and execution thereof, the PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

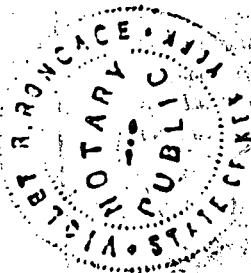
W C Calvert, Jr.

William C. Calvert
Assistant Secretary

Sworn and subscribed before me,
the day and year above written.

This instrument prepared by
Edward S. Menapace
140 West 51st St.
New York, New York 10020

Julius R. Roncace
Notary Public



VIOLET B. RONCACE
NOTARY PUBLIC, State of New York
No. 03,553,2800
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

BK2954PC 344

345 = 306

347 = 308

346 = 307

348 = 309

349 = 310

350 = 311 = end of doc

6/14/72

39376

AGREEMENT made this *24th* day of *August*, 1972,

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street, New York,
New York 10020 (herein called "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a
Delaware corporation, having an office care of
Shanley & Fisher, 570 Broad Street, Newark,
New Jersey (herein called "LCP");

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UNION COUNTY, N.J.
AUG 25 9 34 AM '72
BOOK 2954-323
REGISTER

W I T N E S S E T H:

In consideration of the payment of One Dollar (\$1.00) and
other good and valuable consideration and of the covenants of the
parties herein contained, LCP grants unto GAF, its successors and
assigns, rights of way to reconstruct, operate, use and maintain,
repair and remove existing poles and power lines for the trans-
mission of electric power over and across lands of LCP situated in
the City of Linden, County of Union, New Jersey, as delineated on
the Exhibit (Drawing No. H-2933-1) attached hereto and forming
part hereof.

The said rights of way are granted subject to grants, con-
veyances, easements and rights of way heretofore made to others.

COUNTY OF UNION	
CONSIDERATION	<i>None</i>
REALTY TRANSFER FEE	<i>Edwight</i>
DATE	<i>8-25-72</i> BY <i>OK</i>

BK2954PC 323

GAF hereby covenants and agrees to indemnify and hold harmless LCP against any and all claims for damages arising out of or attributable to the construction and operation of said poles and power lines by GAF.

LCP reserves the right to use the lands over which the said power lines cross provided that such use does not unreasonably interfere with the use by GAF of the rights herein granted.

GAF and LCP agree each with the other to grant additional rights of way for poles and power lines over their respective properties situated in the City of Linden, Union County, New Jersey, if such rights of way should become reasonably necessary in order for either party to obtain electric power from Public Service Company of New Jersey or another utility company furnishing such services and provided same does not unreasonably interfere with the use of each party's respective lands.

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of GAF and LCP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

GAF CORPORATION

ATTEST:

By

Thomas A. Dent
Vice President

LINDEN CHLORINE PRODUCTS, INC.

By

Cliff Houser
President

BY 2954PC-324

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared STANLEY B. FEUER who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the SECRETARY of GAF CORPORATION, one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by THOMAS A. DENT who was at the date and execution thereof, a VICE PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

Stanley B. Feuer
Stanley B. Feuer
Secretary

Sworn and subscribed before me,
the day and year above written.

Violet R. Roncace
Notary Public

VIOLET R. RONCACE
NOTARY PUBLIC, State of New York
No. 03-8632800
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

BK2954PG 325

This instrument prepared by
Edward S. Menegace
140 West 51 Street
New York, New York 10020

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 24th day of August in the year of our Lord one thousand nine hundred and seventy-two before me, the subscriber, a Notary Public of the State of New York personally appeared WILLIAM C. CALVERT, JR. who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the ASSISTANT SECRETARY of LINDEN CHLORINE PRODUCTS, INC., one of the parties named in the foregoing instrument; that he knows the common seal of the said corporation, and that the seal thereto affixed is the common seal of the said corporation, and was the common seal of said corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by C. A. HANSEN who was at the date and execution thereof, the PRESIDENT of the said corporation, in the presence of this deponent by authority of the Board of Directors of said corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said corporation, and that this deponent thereupon signed his name as an attesting witness.

WC Calvert Jr
William C. Calvert
Assistant Secretary

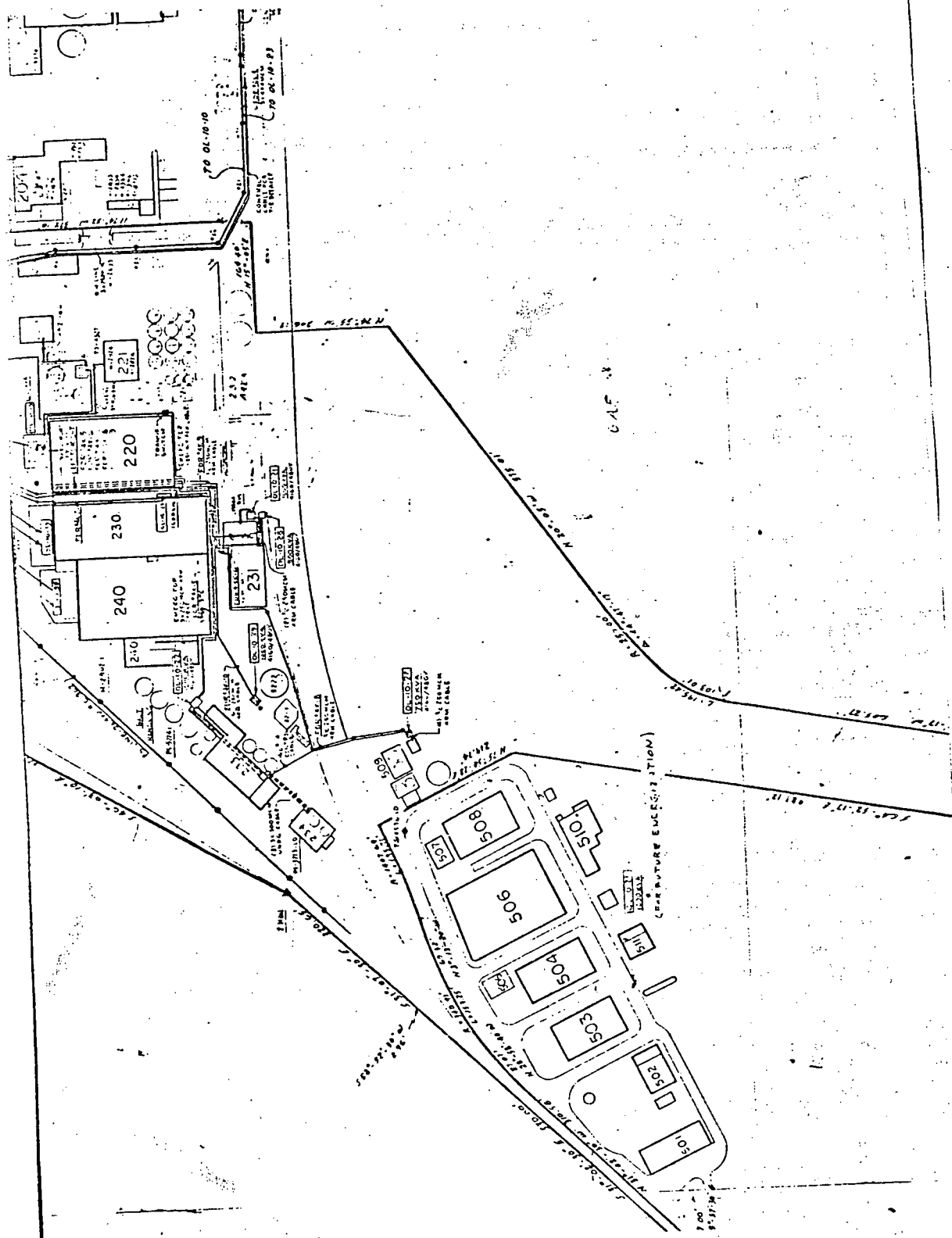
Sworn and subscribed before me,
the day and year above written.

Violet R. Roncace
Notary Public

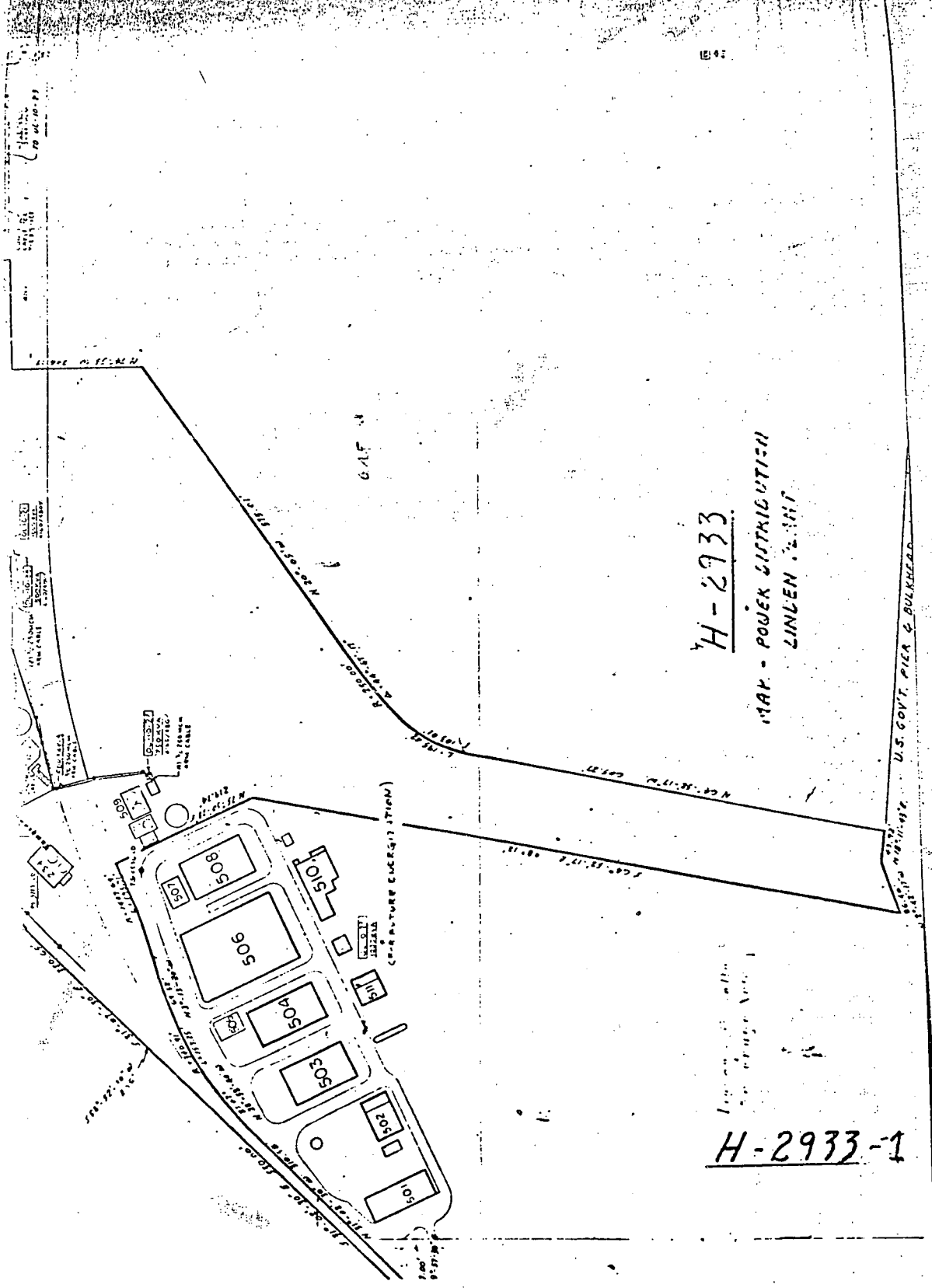
VIOLET R. RONCACE
NOTARY PUBLIC, State of New York
No. 03-8632800
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 32, 1974

BK2954PC 326



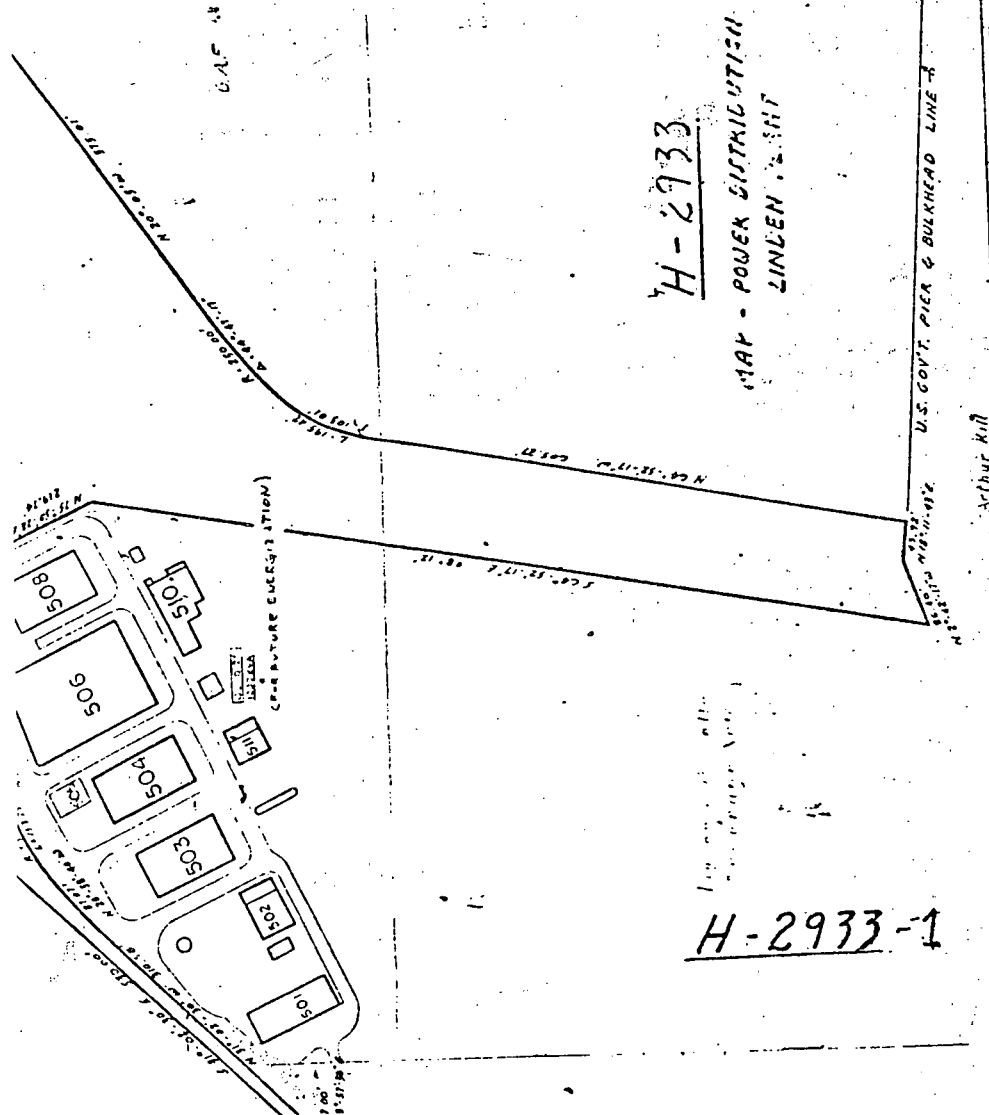


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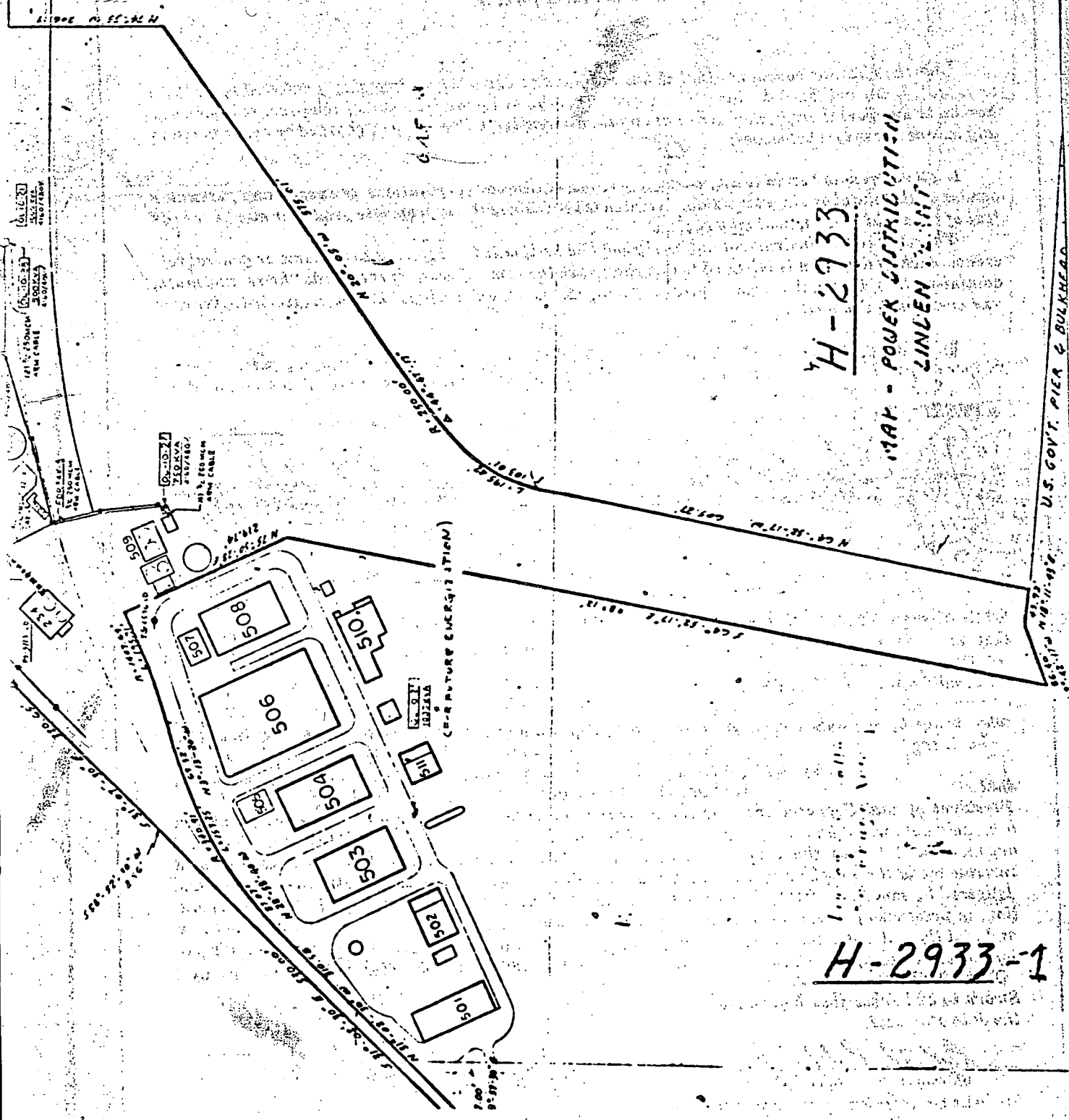
H-2933
 MAY - POWER DISTRIBUTION
 LINEN PLANT

H-2933-1



H-2933-1

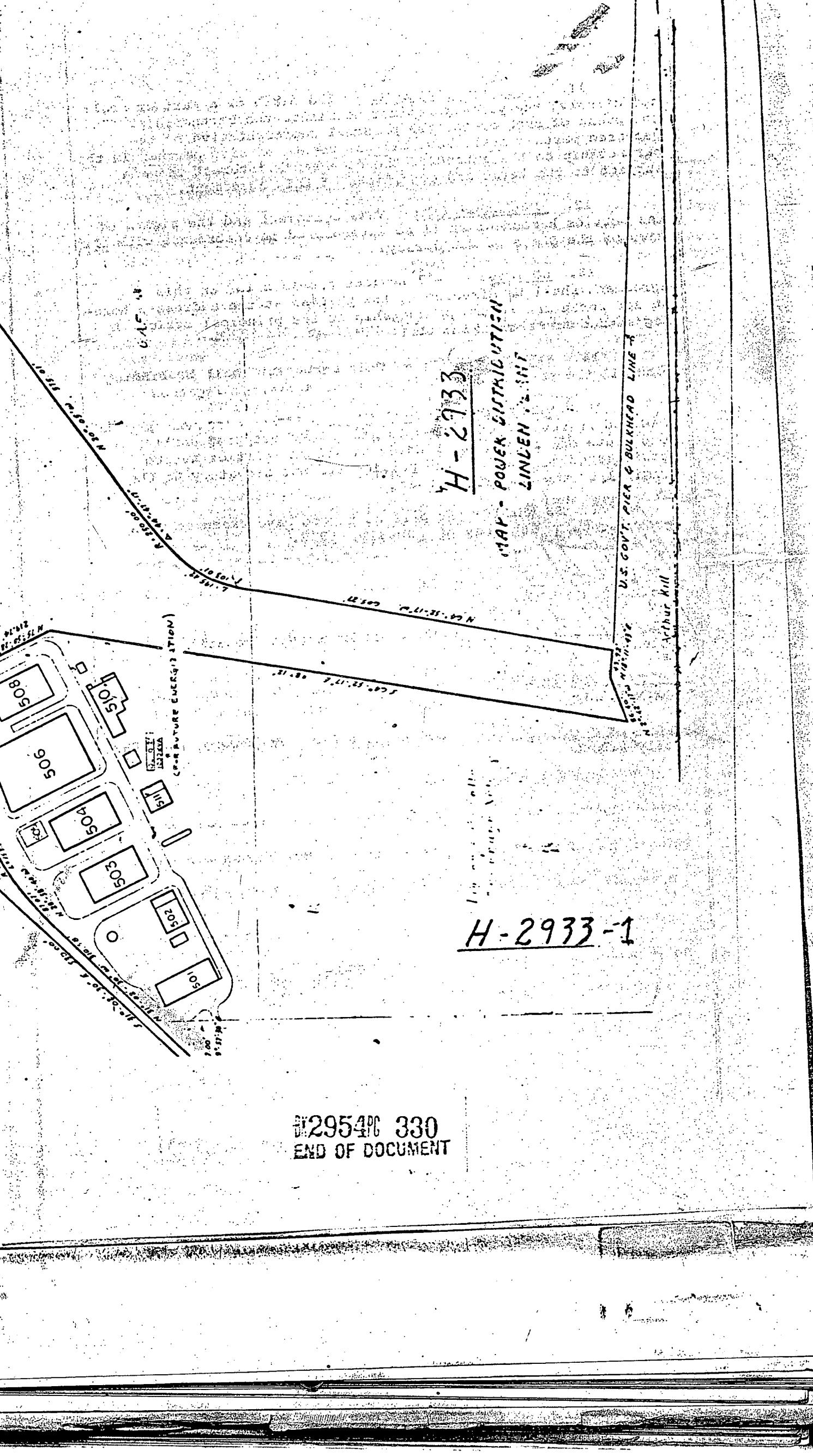
2954PC 330
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H-2933
MAP - POWER DISTRIBUTION
LINEN 12.11.17

H-2933-1

BK2954PC 329



H-2733
MAP - POWER DISTRIBUTION
LINDEN

H-2933-1

2954PC 330
END OF DOCUMENT